

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ APR 22 2021 ★

LONG ISLAND OFFICE

Complaint for a Civil Case

Case No. **CV 21 2238**

(to be filled in by the Clerk's Office)

Jury Trial: ☐ Yes ☐ No
(check one)

AZRACK, J.

TOMLINSON, M.J.

Stanley DAVIS

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

Suffolk County District Att
Goldberg & Segalla LLP
Suffolk County Electronic Unit
Kiernan Trebach & Associates LLP

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Mr Patel

Great American Insurance Company

Suffolk County Dept. of Law - County Attorney
Brian C Mitchell
Siben & Siben

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Stanley Davis</u>
Street Address	<u>43 Argyle Drive</u>
City and County	<u>Shirley, New York, Suffolk</u>
State and Zip Code	<u>New York, 11967</u>
Telephone Number	<u>631-772-5176</u>
E-mail Address	<u>sdavis.hulsenhomes@gmail.com</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>Suffolk County District Att.</u>
Job or Title (if known)	<u>Raphael Pearl, In his own capacity</u>
Street Address	<u>200 Centre Drive S.</u>
City and County	<u>Riverhead, Suffolk</u>
State and Zip Code	<u>New York, NY 11901</u>
Telephone Number	<u>631-852-2500</u>
E-mail Address (if known)	<u></u>

Defendant No. 2

Name	<u>Goldberg Segalla</u>
Job or Title (if known)	<u>Harold Sabido Dominguez In her own capacity</u>
Street Address	<u>200 Garden City Plaza #520</u>
City and County	<u>Garden City - Nassau</u>

State and Zip Code

Garden City, 11530

Telephone Number

516-281-9800

E-mail Address

(if known)

Defendant No. 3

Name

Suffolk County Police Dept. - Electronic Unit

Job or Title

John Peterson - In his capacity

(if known)

Street Address

30 Yaphank Ave

City and County

Yaphank - Suffolk

State and Zip Code

New York 11980

Telephone Number

631-852-6000

E-mail Address

(if known)

Defendant No. 4

Name

Kierman Trebach & Crociata, LLP

Job or Title

Alex Gillespie - In his capacity

(if known)

Street Address

14 Penn Plaza 9th Floor

City and County

New York - New York

State and Zip Code

New York 10122

Telephone Number

212-268-7535

E-mail Address

(if known)

II. Basis for Jurisdiction

Defendant No. 5: Atul Patel
Address: ~~100 Beach Blvd Jacksonville, FL 32250~~
100 Beach Blvd Jacksonville, FL 32250

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

Defendant No. 6: Siben and Siben

631-665-3400

Andrew Siben

390 E. Main Street

Bay Shore NY 11706

What is the basis for federal court jurisdiction? (check all that apply)

☐ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Fraud, Fifth Amendment, Tenth
Amendment & Fourteen Amendment,
Fraud Court, Collusion, Falsification, Spoilage
Of Evidence, Social Host, Brady Law

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, (name) Stanley Davis, is a citizen of
the State of (name) New York.

b. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated
under the laws of the State of (name) _____,
and has its principal place of business in the State of (name)
_____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) See, is a citizen of
the State of (name) _____. Or is a citizen of
(foreign nation) Documents Attn.

Suffolk County District Attorney
Raphael Perl
200 Centre Drive
Riverhead, NY 11901

Goldberg Segalla
Karen Saab-Dominguez
200 Garden City Plaza #520
Garden City, NY 11530

Suffolk County Police Department/Electronic Unit
John Peterson
30 Yaphank Avenue
Yaphank NY 11980

Kiernan Trebach & Crociata
Alexander Gillespie
14 Penn Plaza
9th Floor
New York NY 10122

Siben & Siben
Andrew Siben
90 E Main Street
Bay Shore NY 11706

Great American Company
7540 Windsor Drive
Suite 206
Allentown, PA 18195

Suffolk County Dept of Law
Brian C Mitchell
100 Veterans Memorial Highway
PO Box 6100
Hauppauge NY 11788

Atul Patel
700 Beach Blvd
Jacksonville, FL 32250

b. If the defendant is a corporation

The defendant, (name) _____, is
incorporated under the laws of the State of (name)
_____, and has its principal place of
business in the State of (name) _____. Or is
incorporated under the laws of (foreign nation)
_____, and has its principal place of
business in (name) _____.

*(If more than one defendant is named in the complaint, attach an
additional page providing the same information for each additional
defendant.)*

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant
owes or the amount at stake—is more than \$75,000, not counting interest
and costs of court, because *(explain)*:

We are suing for \$10 million
for each defendant

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as
briefly as possible the facts showing that each plaintiff is entitled to the damages or other
relief sought. State how each defendant was involved and what each defendant did that
caused the plaintiff harm or violated the plaintiff's rights, including the dates and places
of that involvement or conduct. If more than one claim is asserted, number each claim
and write a short and plain statement of each claim in a separate paragraph. Attach
additional pages if needed.

Hidden video for 9 years. Falsifying
documents, filing phony paperwork,
all working together. Please see attached
documents as proof and verification.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Social law, the hid the video and we missed out suing a lot of people. mental anguish, pain & suffering, perjury, false documents, collusion, the why we are suing for 10 million for each person. Please see attached documents.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

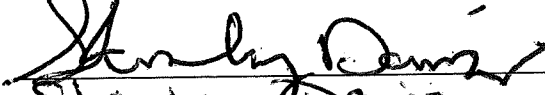
A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 4/21, 2021

Signature of Plaintiff

Printed Name of Plaintiff


Stanley Davis

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Stanley Davis

Plaintiff,

AFFIDAVIT/AFFIRMATION

-against-

County of Suffolk Mitchell, Kieran Trebach,
Gillette, Si ben sibon / Andrews ben /
Goldberg, Seella / Koransab / Daning / Suffolk County / Electronic
Jon Petersen / Suffolk DA / Anna Pearl / Arbi Patel
Defendant(s)

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

I, Stanley Davis, [being duly sworn] deposes and says

[or: make the following affirmation under the penalties of
perjury]:

I, Stanley Davis, am the plaintiff in the above
entitled action, and respectfully move this Court to issue an
order Filing Federal lawsuit.

The reason why I am entitled to the relief I seek is the
following: Filing Federal lawsuit against defendant
as they committed Fraud, breaking Federal Rules,
Collusion. We can prove that all the defendants
worked together against Mr. Davis and committed fraud on the court
WHEREFORE, I respectfully request that the court grant the

within motion, as well as such other and further relief that may
be just and proper.

Sworn to before me this
day of 20 Oct, 2024

[Signature]
Notary Public

[Signature]
Signature

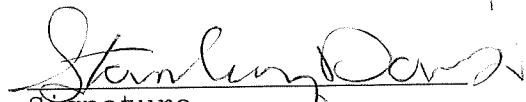
Stanley Davis

Print Your name
Plaintiff Pro Se

Kristin A. Howard
Notary Public, State of New York
No. 01HO6152314, Suffolk County
Commission Expires Sept. 5, 2022

OR: I declare under penalty of perjury that the foregoing is
true and correct.

Executed on 4/20/21


Signature
Plaintiff Pro Se

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
Stanley Dams

Plaintiff,

-against-

County of Suffolk / Mitchell / Kierant Trebach / Gillespie,
Siben / Siben / Andrew Siben / Goldberg Segalla,
Karen Saab Dominguez, Suffolk County Electronic Unit,
John Peterson / Suffolk DA / Michael Pearl, Ardu Patel
Defendants.

Affirmation of Service

____ CV ____ ()

I, Stephanie Tambito, declare under penalty

of perjury that I have served a copy of the attached Notice of

Motion and Affirmation/Affidavit in support upon Brian Mitchell,

Kierant Trebach / Alexander Gillespie, Sibene Siben / Andrew Siben, Goldberg Segalla / Karen Saab
Suffolk County Police / John Peterson, Suffolk County DA / Michael Pearl, Ardu Patel /
whose address is: _____ Dominguez
Great American

See attached list

Dated: Suffolk County
April, 20, 2001, New York

[Signature]
Signature

43 Argyle Drive
Address

Shirley, NY 11967
City, State & Zip Code

631-772-5176
Telephone

Suffolk County District Attorney
Raphael Perl
200 Centre Drive
Riverhead, NY 11901

Goldberg Segalla
Karen Saab-Dominguez
200 Garden City Plaza #520
Garden City, NY 11530

Suffolk County Police Department/Electronic Unit
John Peterson
30 Yaphank Avenue
Yaphank NY 11980

Kiernan Trebach & Crociata
Alexander Gillespie
14 Penn Plaza
9th Floor
New York NY 10122

Siben & Siben
Andrew Siben
90 E Main Street
Bay Shore NY 11706

Great American Company
7540 Windsor Drive
Suite 206
Allentown, PA 18195

Suffolk County Dept of Law
Brian C Mitchell
100 Veterans Memorial Highway
PO Box 6100
Hauppauge NY 11788

Atul Patel
700 Beach Blvd
Jacksonville, FL 32250

COMPLAINT

I am the Plaintiff in this action/proceeding and I am familiar with this case and the underlying action 11-12191. Great American E & S Insurance Company Declaratory Judgement is invalid. CPLR 5015 the Court which rendered a judgement or order may relieve a party from it upon such terms as may be just, on motion of any interested person with such notice as the court may direct, upon the ground of reversal, modification or vacatur of a prior judgement or order upon which it is based.

An administrative judge, upon a showing that default judgements were obtained by fraud, misrepresentation, illegality, lack of due service, violations of law, or other illegalities of where such default judgements were obtained in cases in which those defendants would be uniformly entitles to interpose a defense predicated upon but not limited to the foregoing defenses, and where such default judgements have been obtained in a number deemed sufficient by him to justify such action as set forth herein, and upon appropriate notice to counsel for the respective parties, or to the parties themselves, may bring a processing to relieve a party or parties from then upon such terms as may be just. The disposition of any proceeding so instituted shall be determined by a judge other than the administrative judge.

Background Facts and Procedural History

1. Respondent Stanley Davis who is the Plaintiff as Administrator in a wrongful death case against Commack Hotel, LLC d/b/a Howard Johnson and Carlos J Rodriguez(The underlying action 11-12191)
2. On or about February 22, 2016, Judge Peter H Mayer issued a detailed ruling denying the hotel's motion and granting the plaintiff partial summary judgement against the insured hotel and the assailant on the issue of Liability.
3. Defendant Great American E & S Insurance Company paid for the representation of the Defendant Commack Hotel, LLC d/b/a Howard Johnson in the aforementioned wrongful death litigation as the insurer.
4. Defendant Great American E & S Insurance Company has a contractual duty to defend their Policyholder Commack Hotel, LLC d/b/a Howard Johnson. When or if the end of the attorney client representation ended the attorney was to notify the court and all parties.
5. On or about August 6, 2016 Hon. Judge Peter Mayer denied defendant Commack Hotel, LLC d/b/a Howard Johnson Motion to Re-Argue.
6. On or about July 3, 2019 a Decision and Order was made by the New York Appellant Court's Second Judicial Department upholding the previous February 22, 2016 Order mad by Honorable Judge Peter Mayer.
7. On or About September 26, 2016 Defendant filed a Motion for a Declaratory Judgment action. Plaintiff also filed for a summary judgement while waiting on the replies to other outstanding motions.
8. Defendant Great American E & S Insurance Company claims were not only barred by their own wrongful conduct, statute of Limitations, contractual breach but also res judicata.

9. This case has again be dismissed due to the Decision and order that was handed down from both courts which ruled that this is a case of Negligence on the part of Commack Hotel, LLC, d/b/a Howard Johnson.
10. The Appellate Court has previously held that negligence leading to intentional acts may nevertheless be considered an "occurrence".
11. On or about February 22, 2016, Judge Peter H Mayer granted partial summary judgement to Respondent Stanley Davis as admin against the hotel on the issue of liability and also found that the defendant Commack Hotel, LLC d/b/a Howard Johnson had not raised any triable issues regarding the liability on the issues of negligence or conscious pain and suffering.

FIRST

1. Plaintiff's first claim of action based upon CPLR 3211(a)(5) Defendants claim was barred by Res Judicata claim preclusion.(citing) Martin v City of Cohoes, 37 N.Y.2d 162, 165(1975)
2. "Res Judicata prevents the parties to an action, and those in privatizes with them, from subsequently relitigating any questions that were necessarily decided therein"(Landau, P.C. v LaRossa, Mitchell & Ross, 11 NY3d 8, 13 (2008), quoting Matter of Shea, 309 NY 605, 616 (1056). :Once a claim is brought to a final conclusion, all other claims arising out of the same transaction or series of transactions are barred, even if based upon different theories or if seeking a different remedy.
3. Plaintiff Stanley Davis hereby requests that this court vacate the Order awarded to the defendant against the Plaintiff for a Declaratory Judgement on the grounds of Assault and Battery.
4. Plaintiff knew or should have had reason to know that the underlining case had previously concluded in Supreme Court with a ruling of Liability against the parties to the action, and those in privatizes with them. A Second action to re-argue had also been denied and then appealed by the defendant Commack Hotel, LLC d/b/a Howard Johnson and the policy holder.
5. Plaintiff was allowed to subsequently re-litigate the same case that was heard twice and ruled against the Plaintiff and policy holder as being NEGLIGENCE.
6. Appellate Term of the Supreme Court 2nd Judicial District handed down a decision on July 3, 2019 finding the Plaintiff's favor. The Appellate court deemed that Plaintiff merely had to prove damages during a trial not a re-try the case.

SECOND

1. Plaintiff second cause of action alleges that Defendant violated their obligations to their policyholder by failing to continue to defend and indemnify the policy holder during ongoing litigation.
2. 22 NYCRR 604.1(6): Once a client has employed an attorney who has entered an appearance, the attorney shall not withdraw or abandon the case without (i) justifiable cause, (ii) reasonable notice to the client, and (iii) permission of the court. An attorney may not withdraw from representing a client, even if withdrawal is mandatory under Rule 1.16(b), unless the attorney has secured the permission of the court. Defendant withdrew from the cause of the defending of Defendant Commack Hotel, LLC, d/b/a Howard Johnson without Prior notice after more than seven years of co-defending their insured.

3. An insurance company has an obligation to defend and indemnify their client during litigation. Defendant retained counsel to defend the defendant/policy holder Commack Hotel, LLC, d/b/a Howard Johnson in the underlying action for more than six years prior to the commencement of this action. Defendant withdrew without giving proper notice.

THIRD

4. Plaintiff's third cause of action alleges Defendants request for a Declaratory Judgement action was barred by statute of limitations period of six years. CPLR 213
5. The statute of limitations for Great American E & S Insurance Company claims is six years as set forth in CPLR 213(2) because this action is based on a contractual obligation such as liability. This would mean that the six-year statute of limitations governing Defendants claims has expired because the underlying action was commenced over seven-years ago.
6. Plaintiff and Defendant Commack Hotel, LLC d/b/a Howard Johnson unlawfully and fraudulently conducted actions, respectively, in support of Defendants demand for a Declaratory Judgement action.
7. Defendant Commack Hotel, LLC d/b/a Howard Johnson represented the hotel as pro se and didn't respond to any notices from plaintiff in order to have plaintiff granted a default judgement. Commack Hotel, LLC d/b/a Howard Johnson had an appeal moving forward during the time in which a default judgement was granted against them for a declaratory judgement. The case had not yet concluded in the appellant court which would decide whether or not the Appellate Court would uphold the prior decision of the lower court.
8. Supreme Court Second Judicial District upheld the Supreme Court ruling by Judge Peter Mayer charging the Defendant Commack Hotel LLC d/b/a Howard Johnson was the proximate cause and was liable for the Wrongful Death of Stanley Earl Davis Jr.

FOURTH

"Res Judicata" prevents the parties to an action, and those in privities with them, from subsequently relitigating any questions that were necessarily decided therein" (Landau, P.C. v LaRossa, Mitchell & Ross, 11 NY3d 8, 13(2008), quoting Matter of Shea, 309 NY 605, 616 (1956). "Once a claim is brought to a final conclusion, all other claims arising out of the same transaction or series of transactions are barred, even if based upon different theories or if seeking a different remedy"

- 1) A leave to re-argue shall be identified specifically based upon matters of fact or law allegedly overlooked or misapprehended by the court in determining the prior motion.
- 2) Great American E & S or Commack Hotel, LLC d/b/a Howard Johnson has not demonstrated that any of the rules are applicable in this case to warrant a re-argument.

My son was killed in 2010 at the Commack Hotel d/b/a Howard Johnson at an underage drinking party in which the police were called to this facility over 3 times that one night on 11/12/2010. Commack Hotel d/b/a Howard Johnson allowed these kids to bring alcohol and drugs onto their property without doing anything about it. This is called the **Social Law**. The Social Law is when any adults knowingly knowing underage drinking is going on and they do nothing about it. They should be charged with this law.

Suffolk County decided to hide the video because it was more damaging to Suffolk County than the kid who killed my son. Suffolk County knew this place was a hazard and did nothing about it.

HOW DO WE KNOW THIS?

Because Commack Hotel d/b/a Howard Johnson kept a log book. In this log book, they wrote in October 2010, three weeks before my son was killed, it stated:

"Police said we need to stop renting rooms to kids for parties. They are tired of coming here."

Then on 11/13/2010, again in the log book:

"Police said we need to shut this place down. They just took knives and a weapon off of a kid"

Suffolk County then went even further as to tamping with the video tape that was taken from the Commack Hotel d/b/a/ Howard Johnson. There was never no video's or CD's as this is a DVR machine which is all digital and to don't take the CD's or tapes.

Officer John Peterson from the Electronic Department in Yaphank NY wrote a statement saying that he took the video equipment that night in question 11/13/2010. Also, in video, Peterson said you can see on the video the kids are running up and down the stairs and in and out the court yard door.

I took my son's case over in 2015 and asked for a copy of the DVR machine and was told over and over that it don't exist and that they gave me everything they had. Suffolk County again in 2012 did a quick deed on the Commack Hotel d/b/a/ Howard Johnson, taking over the place, took it from Mr. Patel and removed Mr. Patels name off of the deed which is a crime. Then Suffolk County took over the hotel and made it into a shelter which they did for 1 year without paying one dime in rent. I went down to Riverhead and pulled the deed, to show all of this. Then they made a phony LLC, Moreland and another name to hide the money. I have paperwork of deed were it is behind over \$3 million dollars or more.

Suffolk County had a Conflict of Interest to get this hotel. This is why they hid the video, DVR machine. This is because they knew this DVR was very bad for Suffolk County. This is the **Brady Law** against Suffolk County.

Suffolk County caused my family to lose out on a lot of our trust and opinions, because of greed on the part of Suffolk County. They plotted, lied, and hid very important part of the case.

Suffolk County did not respect Mr. Davis's family enough to even tell them they made a deal with the murderer, without my family wishes. Now I know why Suffolk County made a deal with the family because of the DVR machine they are hiding, which shows how drunk the kids are and show he couldn't be liable for killing my son. He was so drunk he was throwing up and passing out in the hallway.

Suffolk County police was in the parking lot when all this went down. There is a statement when the girl went out to the police car, which was sitting in the parking lot, and she told them my son was stabbed and they told her to go back inside. This was around 3:45am on 11/13/2010. The ambulance did not get my son until a little passed 6 am in the morning. The kids were holding towels on him. Then when they did get him, the man handling my son, the EMT worker, dropped him on the floor 2x's (it is on videos). Then the ambulance pulled over 2x's on the way to the hospital.

Mr. Davis been fighting for 11 years. He has been blocked by Suffolk County which I have been told by a family lawyer that Suffolk County has told any Lawyer that touch this case, they will not work again in Suffolk County. They were also told they can't shit where they eat at.

Long Time family friend and Lawyer, Alonzo Jacobs, whom I know my whole life was signed to my case to see why it was taking so long and where it was going. So once he came out, he told me I had to go to the city and get someone with power because Suffolk County is behind the Hotel and everyone involved in this case and they will not give me the insurance policy even though I am entitled to it.

Mr. Davis filed plenty of paperwork asking for Suffolk County to turn over the DVR machine. I have been fighting for 11 years for this DVR machine and Suffolk County been hiding it and making videos that they want me to see, which delete a lot of things.

Tom Spotta was arrested. I called the Riverhead DA office and also emailed them and spoke with Kerriann Kelly. I told her that my son Stanley Earl Davis Jr was killed in 2010 and there are video's that show what happened. Kerriann emailed me back and said Mr. Davis, there is a CD in the folder that says 12 working cameras, that she will mail me a copy. This was on 1/11/2019, 9 years later that the video popped up, out of nowhere. (Please read email with me and the DA office and the State AG was cc'd on all messages with the DA office in Riverhead NY).

I, Mr. Davis, picked up the videos from the D A office and came home and put them in the computer to watch and could not believe what I was seeing. Carlos, the kid who killed my son with a Big bottle of Hennessy in his hands with another 50 kids with bottles of liquor and smoking weed with the front desk clerk, Nina Green, walking more kids to the room, walking passed other kids in the hallway, who were also drinking and smoking weed where the party was going on, all up and down the hallways. Then, the hotel said she never knew a party was going on until I saw two kids in the hallway and I told them to go back in the room.

Suffolk County, Goldberg Segalla, Kiernan Trebach and Siben & Siben got together and in bad faith, decided to break the law and keep this from me and my family. Instead, they dragged me and my family through the mud, filing phony paperwork with the court, misleading myself as well as the court.

I have numerous correspondence with Suffolk County in which was sent back to me stating that they turned over all evidence, which was a clear lie.

Suffolk County had this DVR machine, broke many laws. By doing this, they should be held accountable for their actions.

Now again on 12/25/2020, another death at the same place, Commack Hotel b/d/a/ Howard Johnson. Suffolk County knew this place is a hazard and was warned plenty of times and still refuses to do anything and now they have another death on their hands that did not have to happen. They should have had security, especially after a death had already happened there.

Mr. Davis also had another case with Suffolk County and they did the same thing and hid documents, changed paperwork and worked with Siben & Siben, to again, fraud this case and showed 2 different case numbers, _12197/2011.

Mr. Davis asked for his son's court reported records for years. Siben & Siben worked on Stanley Earl Davis Jr case for years and I was told that there was no minutes on the case, nothing in court records. So on 6/29 I faxed a letter to the court reporter asking for a letter saying that there are no minutes on this case for five years. The next day I was in jail. New York State Troopers showed up at my home on the next day and said I had a warrant out for my arrest, but never stated why and then changed all

paperwork and said I had a complaint against me. I asked to see the warrant or the complaint and was told it is in their car. I asked again for them to go to the car and get the paperwork, which they refused to do. Also, I asked to see their badges and their numbers on it which they hid and wouldn't let us see or give any numbers. (This is all on video recording).

They locked Mr. Davis up and kept him overnight with no bail or charge. Then in the morning in court when Mr. Davis appeared in front of Judge Allan, Judge came out and said don't be yelling at my court officers, yell at me, which I then asked him to excuse himself because he already made his mind up on this case. Then Judge Allen said he was going to call Judge Mayer to see what was going on in his court which I am Pro Se on my son's case. I then advise Judge Allen you can't talk about my case without me. Judge Allen proceeded to call Judge Mayer on a private call in his chambers without me, then came back in the court and said you are not going to do what you do in Judge Mayer's courtroom, in my courtroom.

Then Judge Allen took me to trial with no evidence, no lawyer, which I did the trial myself, which lead to a miss trial even though Judge Allen jumped in the middle of the trial yelling at me and putting my past history of my arrest record on record for the jury to hear, which is illegal, so, he had to put a mistrial on himself then denied his own motion for a mistrial (see all minutes on Trial) D. A told me, Mr. Davis, we are not trying you again and Judge Allen said hold up, you can't do that, he has law suits flying all over the place and then put a 730 order on me with no just cause. This is another was the court work together to keep me from moving forward.

Judge's, D.A. & Lawyers, people of the law or the whole justice system all work together and profit off of my son's death, from money, made advancements in the care, since they all had a part in hiding or filing phony charges for frauding me and the courts by filing phony paperwork knowing that it was because they had the video's and it shows no security and that they did know what was going on. Police car was in the parking lot while all this going on. Also, Nina Green(desk Clerk) she even said that she called the police but they was already sitting in the parking lot do to a fight at the scene(a stripe club next door) and the girl that went out to the police car and they told her to go back to her room. The video show all this that why they are hiding it and the courts, Judges, D.A, lawyers all knew about it and decided to hid it for their greed and committed a crime which is The Brady Law. This case can only take this long because all these powerful people decided to attack Mr. Davis, a poor black man that couldn't really defend himself against this deadly attack of this legal system.

Now on 12/25/2020 another murder happened at the same location, Suffolk now have the video's on, but when the video's show that Suffolk County was at fault they hid them also. For 11 years we have been fighting for the truth and they had it the whole time then made up their own truth(lies) about what happened to force me to settle then locked me up for getting to close to what was really the truth. The member of the deceased and told them that Suffolk County knew this place is a hazard even before my son Stanley Earl Davis Jr was murdered there back on 11/13/2010. They had police call's over 100 times in one year and that's before my son Stanley Earl Davis Jr was killed. Suffolk County and the Forth Precinct police station been hiding and making god monies off this place for a decade now. It's time for someone to put an investigation on them and these people before more people die.

I will be looking for damages for Bad Faith and a few other items, from knowing and tampering with the video. Mental Illness monies that they stop from getting Social Law, fraud, misleading the court, lost wages, mental anguish, illegal arrest, falsifying documents and pain and suffering.

Suffolk County knew or should have known this place was dangerous and had plenty of warnings about it and did nothing to stop it and now another death that could have been avoided, happened.

VIOLATIONS

- 14 Amendment

- **Falsification**
- **Fraud on the Court**
- **Spoliation of Evidence**
- **Federal Rule 37**
- **Federal Rule 11**
- **Federal Rule 60(b)**
- **Social Host Law/Underage**

Brady Law

Please except this letter as a request to add the following parties to the above lawsuit:

1. Goldberg Segalla – Defense attorney's for the Commack Hotel – 200 Garden City Plaza #520, Garden City NY 11530 – 516-281-9800
2. Bonner Kiernan Trebach – Attorney's for Great American – 350 5th Ave #59, New York NY 10118 – 212-268-7535
3. DA office – Rapheal Pearl – 200 Center Drive S Riverhead NY 11901 – 631-852-2500
4. David Kritzer – Attorney's for Siben & Siben – 180 E Main STreet Smithtown NY 11787 – 631-979-4777
5. Howard Johnson – Legal Team - 7540 Windsor Drive Suite 206 Allentown, PA 18195
6. Hon. Judge David T Reilly – 1 Court Street Riverhead NY 11901 – 631-852-3428
7. Law Clerk of David T Reilly – Timothy M Gilmartin, in his own capacity – 1 Court Street Riverhead, NY 11901 – 631-852-3428
8. Muchmore & Associates PLLC – 217 Havenmeyer Street Brooklyn NY 11211
9. Law offices of Frederick K Brewington – 556 Peninsula Blvd. Hempstead, NY 11550

We respectfully ask this court to grant this request as the above parties are all involved in a case that has been going on for over 10 years.

We also demand the other parties to produce the DVR machine. We need that video. Please request from the above the DVR machine, which will show the full non-edited video in question. This video will show the whole case at hand, which seems to be a sore spot with the lower courts. They will not produce this video, we have asked numerous times. We also are asking this court to please have all the lower court cases stayed while this court reviews all matters and will determine the lower courts devious ways. Please demand this from all parties. The will bring peace of mind to me. Its been 10 years for me and my family, in these courts, with all the lies, fraud, misrepresentation, deceit, manipulation, hidden evidence and so on, that, I think we have been through enough, to have this keep going on. The federal court can put an end to all of this and grant what is deam and proper for this case.

The above parties have worked together, hid evidence, collided, and violated many of my rights, included the 14th Amendment, but not limited to.

Fourteenth Amendment, amendment (1868) to the Constitution of the United States that granted citizenship and equal civil and legal rights to African Americans and slaves who had been emancipated after the American Civil War, including them under the umbrella phrase "all persons born or naturalized in the United States." In all, the amendment comprises five sections, four of which began in 1866 as separate proposals that stalled in legislative process and were later amalgamated, along with a fifth enforcement section, into a single amendment. This so-called Reconstruction Amendment prohibited the states from depriving any person of "life, liberty, or property, without due process of law" and from denying anyone within a state's jurisdiction equal protection under the law.

This whole situation is also a violation against me and pertains to the Brady Law. **Brady v. Maryland**, 373 U.S. 83 (1963), was a landmark United States Supreme Court case that established that the prosecution must turn over all evidence that might exonerate the defendant (exculpatory evidence) to the defense.^[1]^[4] The prosecution failed to do so for Brady, and he was convicted. Brady challenged his conviction, arguing it had been contrary to the Due Process

Clause of the Fourteenth Amendment to the United States Constitution. **Decision**^[edit]

The Supreme Court held that withholding exculpatory evidence violates due process "where the evidence is material either to guilt or to punishment." The court determined that under Maryland law, the withheld evidence could not have exculpated the defendant but was material to his level of punishment. Thus, the Maryland Court of Appeals' ruling was affirmed - Brady would receive a new sentencing hearing but not a new trial.^[3]

William O. Douglas wrote: "We now hold that the suppression by the prosecution of evidence favorable to an accused upon request violates due process where the evidence is material either to guilt or to punishment... Society wins not only when the guilty are convicted, but when criminal trials are fair."^[3]

A defendant's request for "Brady disclosure" refers to the holding of the *Brady* case, and the numerous state and federal cases that interpret its requirement that the prosecution disclose material exculpatory evidence to the defense. Exculpatory evidence is "material" if "there is a reasonable probability that his conviction or sentence would have been different had these materials been disclosed."^[4] Brady evidence includes statements of witnesses or physical evidence that conflicts with the prosecution's witnesses^[5] and evidence that could allow the defense to impeach the credibility of a prosecution witness.^[6]

Aftermath^[edit]

Brady was given a new hearing, where his sentence was commuted to life imprisonment.^[3] Brady was ultimately paroled. He moved to Florida, where he worked as a truck driver, started a family and did not re-offend.^[3]

Police officers who have been dishonest are sometimes referred to as "Brady cops". Because of the *Brady* ruling, prosecutors are required to notify defendants and their attorneys whenever a law enforcement official involved in their case has a confirmed record of knowingly lying in an official capacity.^[7]

Brady has become not only a matter of defendants' due process trial rights, but also of police officers' due process employment rights. Officers and their unions have used litigation, legislation, and informal political pressure to push back on *Brady*'s application to their personnel files. This conflict over *Brady*'s application has split the prosecution team, pitting prosecutors against police officers, and police management against police labor.^[8] Brady evidence also includes evidence

material to credibility of a civilian witness, such as evidence of false statements by the witness or evidence that a witness was paid to act as an informant.^[9]

In *United States v. Bagley* (1985), the Court narrowed the reach of *Brady* by stating the suppressed evidence had to be "exculpatory" and "material" for a violation to result in the reversal of a conviction.^[2] Harry Blackmun wrote in *Bagley* that "only if there is a reasonable probability that, had the evidence been disclosed to the defense, the result of the proceeding would have been different. A 'reasonable probability' is a probability sufficient to undermine confidence in the outcome."^[2]

This new request, has many factors to it. The basis to it is:

1. **Falsification** – Falsification is a serious problem:

- a. When it occurs, it can have an enormously detrimental impact on the litigation process. Most obviously, undetected falsification can lead directly to incorrect results. In civil cases, large sums of money or important legal rights can be undeservedly lost or won. So, a litigant faced with falsification by an opposing party is left to seek remedies directly from the court. If the opposing party has engaged in falsification, one potential response is to ask the court to throw the party out of court. Courts have long recognized their own inherent power to protect themselves and other parties from various forms of bad faith litigation, including the falsification of evidence as the Supreme courts. *Atlas Glass Co. v. Hartford-Empire Co.*, this inherent power is a crucial mechanism for protecting the integrity of the judicial process: Inherent Power is a "fashion appropriate sanction for conduct which abuses the judicial process" was reaffirmed by the Supreme Court in *Chamber V Nasco. Inc*

Causes of Action

2. **Fraud on the Court**

- a. A Court, as an exercise of this inherent authority, may sanction fraud on the court through dismissal(if the falsifier is the Plaintiff) or default(if the falsifier is the defendant): but because dismissal or default is a severe sanction that deprives a litigant entirely of the right of pursuer or defend a claim, courts have adopted various standards to ensure that it is imposed sparingly and that "the need to maintain institutional integrity and the desirability of deterring future misconduct" is balanced appropriately against "the policy favoring adjudication on the merits" – *Oliver v Gramley*

3. **Spoliation of Evidence**

- a. Court may decide to punish the wrongdoer and provide a remedy for the opposing party by altering the way in which the trial will be conducted.

4. **Rule 37**

- a. Of the Federal Rules of Civil Procedure provides an alternative basis for a courts authority to impose the sanction of dismissal or default where the falsification amounts to a failure to comply with the rules of discovery or with the courts order enforcing those rules.

5. **Rule 11**

- a. Of the Federal Rules of Civil Procedures provides similar authority where a party's falsification manifests itself as a false allegations or denials in a party's pleading

6. **Rule 60(b)**

- a. Of the Federal Rules of Civil Procedure explicitly recognizes that fraud misrepresentation, or "other misconduct of an adverse party" may provide a basis for relief from a prior judgement of order

This is one of the biggest fraud situations that hit Suffolk County. Siben and Siben filed false paperwork knowingly that they was misleading the court and myself. Siben and Siben worked together with Goldberg Segella LLP to hide, cover up and falsify the paperwork and this case from the beginning. This is why they never showed me my file, when requested, several times.

Also, the Social host law applies to this very proceeding. Why has this not been brought forth by Siben & Siben or anyone involved. The Social Host law pertains to our situation as the Commack Hotel allowed underage drinking to happen. They were well aware of the issue, as you will see in certain video clips that you already have on record, showing the manager guiding and escorting the kids to the party as well as walking by and seeing what was going on. This hotel was known for the partying, as the log book from the hotel states that the police are tired of coming to the Howard Johnson. As the words from the Howard Johnson/Commack Hotel staff members also state in the log book: Just another night at the Ho JO". The police clearing told the Howard Johnson/Commack Hotel, they need to stop having parties. If you look at the video, the kid in the red baseball cap, that is the one who murdered my son. He is heavily intoxicated, as you will see through certain clips of the video, where he was ok, then as the night went on, got really intoxicated, can barely stand up, has a bottle in his hand.

What is the Social Host Law? The primary purpose of the Social Host Law is to deter underage drinking parties or gatherings where adults knowingly allow minors to drink alcohol or alcoholic beverages. The law applies to any adults (including parents) who are over the age of 18 and knowingly allows consumption of alcohol by minors (any person under the age of 21).

Why is this law needed? This law provides a legal basis for holding adults responsible for knowingly allowing parties for individuals under the age of 21 to occur at a place under their control, whether or not they provide the alcohol.

Who can be charged? • Anyone who is over the age of 18; and • Owns, rents, or otherwise controls a private residence; or a permanent or temporary domicile, including a home, apartment, condominium, cooperative unit, trailer home, recreational vehicle, mobile home, overnight accommodations at a hotel, motel, campsite or short-term rental property; or other dwelling unit of any kind, including yards and open areas adjacent to these locations; • Knowingly allows the consumption of alcohol or alcoholic beverages by any minor on such premises; or • Fails to take reasonable corrective action upon learning of the consumption of alcohol or alcoholic beverages by any minor on such premises.

What is "Reasonable Corrective Action?" Reasonable corrective actions shall include, but are not be limited to: • Making a prompt demand that the minor(s) stop drinking the alcoholic beverage or leave the premises; and • If the minor refuses to comply with the request, the adult must promptly report the underage drinking to: o Local law enforcement; or o Any other person with greater degree of authority over the minor (e.g. the minors' parents or guardians, etc.)

What are the penalties? 1st Offense: Fine not to exceed \$500 2nd and subsequent offenses: Misdemeanor—fine up to \$1,000 and/or a term of imprisonment not to exceed one year

Other laws regarding underage persons.... The New York State Penal Law, the Alcohol Beverage Control Law, and other state and local regulations make it illegal to engage in unlawful conduct with persons under the age of 21. These laws prohibit the sale of alcohol to persons under the age of 21, the purchase of alcohol for someone who is under the age of 21, and address conduct that endangers the welfare of persons of a protected age. Penalties are severe, and in many cases can result in significant fines and/or imprisonment.

Also, New York General Obligations Law 11-100, states:

- A) Any person who shall be injured in person, property, means of support or otherwise, by reason of the intoxication or impairment of ability of any person under the age of twenty-one years, whether resulting in his death or not, shall have a right of action to recover actual damages against any person who knowingly causes such intoxication or impairment of ability by unlawfully furnishing to or unlawfully assisting in procuring alcoholic beverages for such person with knowledge or reasonable cause to believe that such person was under the age of twenty-one years.
- B) 2. In case of the death of either party, the action or right of action established by the provisions of this section shall survive to or against his or her executor or administrator, and the amount so recovered by either a husband, wife or child shall be his or her sole and separate property.
- C) 3. Such action may be brought in any court of competent jurisdiction.
- D) 4. In any case where parents shall be entitled to such damages, either of such parents may bring an action therefor; but that recovery by either one of such parties shall constitute a bar to suit brought by the other.

As per the insurance policies, please note, the policy itself only covers the General Liability for \$1 million, the Umbrella policy for \$25 million and the building for almost 6 million. It also covers the pool as well. There is no place in the policy that covers a club, bar, entertainment facility or any party at all, which in fact, they have no liquor license to sell or have liquor on the premise. So why, were all the kids, on multi different parties going on, at this hotel, with no one employed at the Howard/Johnson, trying to stop these parties, in fact, they knew about the parties, directing kids to the parties happening and allowing all these drugs, alcohol & weapons on premise.

On the Statue of Limitations in NY, all parties worked together to make sure that this matter was going to be tied up in litigation, to make sure the time would run out, omit any facts and evidence needed, to commit FRAUD, which means : wrongful or criminal deception intended to result in financial or personal gain. And the intentional use of deceit, a trick or some dishonest means to deprive another of.

Because we lost something due to fraud , we are entitled to file a lawsuit for damages against the party acting in the fraudulently, and the damages may include punitive damages as a punishment or public example due to the malicious nature of the fraud.

Bullets of Facts re: The Estate of Stanley E Davis JR v. Commack Hotel dba Howard Johnson

1. Stanley E Davis was 18 years old
2. Graduated High School in 2010 with a Regents Diploma
3. Registered for College at Suffolk Community College, as a starting point
4. Was scheduled for his placement test for college on 12/4/2010, which he never made it to as he was murdered on 11/13/2010
5. His major was going to be accounting. He loved numbers. He was following his father and my footsteps
6. We never got to spend Thanksgiving with him. We never got to see him grow into the man he would have been. We never got to be grandparents.
7. Stanley was also working
8. Stanley loved basketball. Played all the time.
9. Stanley loved his brothers and sisters. Always was around them and helping them
10. Stanley attended a birthday party at the Commack Hotel dba Howard Johnson on 11/12/2010
11. There were many prior issue's and incidences at the Commack Hotel dba Howard Johnson, naming just a few, starting with – PRIOR TO HIS DEATH:
 - a. On November 13, 2009, an individual wearing a hospital mask and gloves made a terror threat
 - b. On November 17, 2009, police investigated an Assault where a complainant was struck with a clothing iron
 - c. On April 3, 2209 and June 13, 2010, the police reports are completely redacted, indicating on-going investigations with this hotel
 - d. 2010 Disturbance – 40 people in room(rented room for a party) cc#: 2010-0281993
 - e. On January 20, 2010 - Loud party in room – 20 people cc#: 10-047890
 - f. October 22 2010 – Commack Hotel dba Howard Johnson had been warned by the Police Department that they were getting tired of them, with all the complaints. That they have to STOP renting rooms to kids having parties.(see notebook submitted into evidence)
 - g. Man held gun to housekeeper's head and wanted money. Housekeeper was crying in the back.
 - h. Man got robbed at gunpoint in room. People were caught in committed the crime.
 - i. Man threatened the front desk person for telling on his brother.

12. November 13, 2010 – Stanley E Davis was murdered on the ground of the Commack Hotel dba Howard Johnson
13. 4 months after my son's murder, the Commack Hotel dba Howard Johnson, sold its location directly to the State of New York
14. Security never showed up the night in question.
15. Summer Jones, a guest at the Commack Hotel dba Howard Johnson, heard the yelling, she called the front desk several times to complain and nothing was done (we have police statements from Summer Jones stating this)
16. The call to the front desk gave the employee of Commack Hotel, dba Howard Johnson another chance to end a party that involved disorderly kids
17. Patel, the manager, worked the morning shift until 7pm.
18. Women rented 2 rooms at 6:52pm, 1st room & the second room at 6:53pm.
19. They rent 2 more rooms to another person at approx. 7pm., room #: 240 & 242
20. Crystal Vivas didn't get to the hotel till 10:45pm on 11/12/2010 to rent the room.
21. Then the room next door to Crystal Vivas was rented at 2am, on 11/13/2010, which was rented to the same person, however, that person was never at the hotel to rent the 2nd room. Someone else went down to the front desk and the signature was forged to match the same person who originally rented the room, which was not Crystal Vivas. (Proof of signatures that do not match, we have the proof)
22. Crystal's party went on for 6 hours, with nothing done by the Commack Hotel dba Howard Johnson to stop the party, instead they let them rent a 2nd room
23. All the guest were uninvited because Crystal didn't have the right to invite anyone their cause she was not the one who rented the room nor was she on the sign in sheet for the room so therefore the hotel should not have let any of the kids into the hotel nor attend a party that was not authorized.
24. If the hotel was doing their job, like how they claim they were, how did my son walk right past them with 3 other people with him when he was invited by Crystal that didn't have a room there and was never supposed to invite anyone?
25. There were 2 parties already happening before Crystal even rented her room.

26. Adonthy states he got to the party at 8pm on 11/12/2010. He left around 11pm. Crystal states she didn't get there till 10 – 11pm, so a party was already going on.
27. Another lady rented 2 rooms for a baby shower the same night
28. Fight happened in the hallway with a BB Gun, the same night
29. 2 girls had a fight in the parking lot, the same night
30. There was a fight at the strip club, The Scene, which is located next door to the Commack Hotel dba Howard Johnson. The police were sitting in the parking lot of the strip club when all of this was going on.
31. Lady goes out of hotel and went to get the police. The police tell her to go back to the hotel and back to her room.
32. Complaints were made to the front desk to tell them about all the noise and smoke, nothing done
33. There were 15 working cameras (which we still have not received the videos, after requesting them several times from the DA's office & the police department along with the defense attorney)
34. There was a back sliding glass door, which should have been locked and unable to open by guests. That was not the case. Hotel allowed the doors to be used and access from the outside as well.
35. The incident was never reported to the insurance companies until the lawsuit was brought onto the Commack Hotel dba Howard Johnson
36. We have the Commack Hotel dba Howard Johnson log/work book with all dates and events and occurrences that happened. This log book took 5 years to get into our hand, as it incriminates the hotel, proving that they knew what was going on.
37. We brought a lawsuit onto the Commack Hotel dba Howard Johnson in 2011
38. The police department, made an arrest of Carlos Rodiruguez, for murder and several other charges (which we did not find out until 5 years later of the additional charges). Carlos was on the run from 11/13/2010 through 2/2011, when he turned himself in with his attorney, Naiburg & Rosenblum.
39. We were advised by ADA Raphael Pearl, this was an "open and shut case" and that he never loses.
40. Carlos Rodriguez, was brought back and forth to court, which we were present for every matter heard. We then were advise that he is facing a charge that will warrant 25 years to life. We were then advised that the court case would have been coming up for 1/2013. 3 weeks before Christmas, of 2012, we received a call from Sabrina Brooks, stating that we have to come to the court ASAP, Carlos is being sentenced. Which,

the ADA, Raphael Pearl, never advised us of. We get to the court room to find out that a DEAL was offered to him between, Judge Weber, Tom Spota and his office, which Raphael Pearl works for, as well as the defense attorney, Naiburg & Rosenblum. The deal was 12 years, if he pleads guilty along with 5 years' probation.

41. We later, in 2015 when we started to collect all evidence, found the minutes to his sentencing. Judge Weber, told him, that he is retiring and that this is a sweet deal and if he does not take it, he cannot guarantee that the next judge who takes the bench will offer the same thing. (This is all recorded on minutes from the court, which we have).
42. Carlos agreed and all parties, including Tom Spota signed off on the deal, without us even knowing.
43. We went to Siben & Siben, they filed the suit
44. They advised all parties, which that was what we were told, but in fact not the case.
45. Siben & Siben sat on this case and did no work, for years
46. We went to Siben & Siben, which we scheduled an appointment on a Saturday, to view our file. When we got there, they advised our file was out at an EBT, which the EBT was not even for our case. Why?
47. We asked Siben & Siben several times to see our file, which we have every right to view our file, they never let us see our file
48. Siben and Siben received an offer in 2012, from the defense attorneys, for \$25000, for Assault & Battery, not Negligence, what we were suing for. Siben & Siben, NEVER notified us of this offer. They sat on the file, did nothing? Then when we starting to push them for our file and information on the file, what work they did, then they stated at this time, an offer was presented from the other side. This was in 2015. At this time, they still never mentioned that they received the offer in 2012.
49. Siben & Siben then, threatened my fiancé, but stating that "Stanley is doing an injustice to his children if he does not take the offer for Assault & Battery. This is the best that is going to be offered"
50. Siben & Siben, then stated, that he spoke with the insurance company, Great American & the defense attorneys, and they felt bad, so Great American offered an additional \$25,000 and the hotel owner was offering \$75,000 of his own money, totaling \$125,000.
51. We asked Siben & Siben for a copy of the entire insurance policy and all additional policies pertaining to this case. We never received them. We kept asking and written letters, nothing (we have all letters to Siben & Siben)

52. Once again, Siben & Siben was pushing us to except this offer and stating that this was the final offer and if we do not take it, the case will be closed and we would only get \$25,000. Also, that they did so much work on this file and we would still owe them the 1/3 for their payment, so we need to take the larger offer so they can get paid.
53. Then Siben & Siben stated that they requested to have this case heard from a mediator. We went and sat with a mediator in Garden City NY, which, it was supposed to be the defensive attorney, the defendant, Commack Hotel dba Howard Johnson as well as us and Siben & Siben. After all the waiting, it was only Siben & Siben, us and the mediator. The other side was never there. The purpose to have the other side there was to have more money entered into this law suit. The mediator, did nothing, we got nowhere on this matter. Then we asked for a copy of the insurance policy for Commack Hotel dba Howard Johnson, being that Siben & Siben would not release it to us. The mediator demanded that they give us a copy. Siben & Siben hand us 1 page, of an entire commercial policy, which was on the Assault & Battery coverage.
54. Why was the Social Host Law never brought into play. They never planned on paying us anything on this case. Siben & Siben are supposed to be attorney's for the people, not working with the other side.
55. After 2 years of this with the law firm of Siben & Siben, we fired them in 2014
56. Our case then was passed through several judges hands as all recused themselves off of the case, as soon as they received it. (all proof on that is received)
57. We were advised by the guards of the court room, especially Frank, the chief guard of Riverhead Supreme Court, that our case is like a "hot potato" and nobody wants it.
58. It took Judge Asher's chambers 1 ½ years to get Siben & Siben off of my case. Which, once again, I ask why? If I fire an attorney, it should have been immediate.
59. Judge Asher kept working with Siben & Siben and ignoring our wishes and request. He kept adjourning the matter and pushing this further and further
60. We, than asked Judge Asher that we want our entire file from Siben & Siben and that we have been asking for this from Siben & Siben for the past 2 years. We waited an entire 6 months for this request.
61. We also asked for the insurance policies on this case as well. We went back and forth with the Judge for several appearances asking for the

same items, which we only received the court papers, no insurance policy & no notes from Siben & Siben.

62. We went to the insurance companies directly, which they sent us the full policies. We also finally received some items, from which we gathered and produced SO much evidence hurting the Commack Hotel dba Howard Johnson.
63. We then asked the Judge Asher, to submit our evidence as well as hold EBT's for witnesses. We gathered subpoenas and was advised that we could use his court room to hold the EBT's. Once we had the date of 8/22/2015, we scheduled everyone. We arrived at the court room, to find out, that a STAY was put on the case, we were NOT allowed to produce evidence or hold any EBT's.
64. At this point, the guards, his law clerk, and everyone else would not give us any details on the matter.
65. This case has gone on for 5 years
66. We are suing for negligence, not assault and battery.
67. The defense attorney, since we have been handling our own case, has been playing games from the beginning
68. She has not given us ALL evidence
69. We are still waiting for all the evidence
70. As of last week, 10/2015, we just got a copy of the insurance policy for the umbrella insurance. This is only because the attorney for the umbrella sent it to us, after we have been asking for years for this
71. My fiancé is an insurance broker
72. **We have also filed a Federal Law Suite case, which the court dismissed. Docket #: 15-CV-7009, filed on 12/2/2015. It's under Stanley Davis v Siben & Siben & Suffolk County DA, Raphael Pearl. We are now asking for this to be reopened.**
73. **In 6/2016, I was arrested by State Troopers, claiming I threatened the head law clerk. The State Troopers came to my home, and advised that there was a warrant out for my arrest, because of this.**
74. I asked the State Troopers, many times, where is the warrant, I would be more than happy to go with you, show me the warrant. They never produced a warrant. They kept me overnight for an allegation, with no proof. When we got to the Town Court in Riverhead, then, and only then, they stated that there was never any warrant for my arrest. They never gave me bail or anything.
75. Because I had so much evidence and bringing up matters in the court room, the court system new I was getting closer and therefor filed false charges against me.

76. I went back and forth to Riverhead Town Court, with Hon. Justice Allen, for 2 years, went to trial in 9/2017 and it was a hung jury. I represented myself. In 7/2018, all charges were dismissed and they never took me back to court. Also, this case had numerous holes in it:

a. History

The Defendant was charged with Penal Law 240.30(1) (a) provides that "(a) person is guilty of aggravated harassment in the second degree when, with intent to harass, annoy, threaten or alarm another person, he or she communicates with a person, anonymously or otherwise, by telephone, by telegraph, or by mail, or by transmitting or delivering any other form of written communication, in a manner likely to cause annoyance or alarm." At no time did the defendant threaten the plaintiff or commit the alleged crime in question.

The Defendant, is charged with one count of Penal Law 240.30(1) (a). The defendant moved for an order dismissing the information as facially insufficient pursuant to Criminal Procedure Law "CPL 170.30, 170.35 and 100.40. Defendant moved for all accusatory instruments to be struck down as fraudulent, hearsay on its face.

Factual Background

170.35(b) was filed by the assistant district attorney at his own instance, pursuant to subdivision two of section 100.50, and the factual allegations of the original information underlying it and any supporting depositions are not legally sufficient to support the charge in the prosecutor's information.

A case filed in a local criminal court Pursuant to section 140.20, 140.25 or 140.40 is not sufficient on its face, as prescribed in section 100.40, and if the court is satisfied that on the basis of the available facts or evidence it would be impossible to draw and file an accusatory instrument which is sufficient on its face, it must dismiss such accusatory instrument and discharge the Defendant.

1. Accusatory Instrument in and of itself is hearsay. The *fact* is that the District Attorney has no evidence to back up any statement against the Defendant. This was pure hearsay which is any statement, either written or oral, which was made out of court, but is presented in court to prove the truth of that statement.
2. Accusatory Instrument was changed four times since the arrest date to fit the false charge.

POINT I

- E) Defendant, contends this story was invented on the 30th of June 2016. If Plaintiff was in fear of the words on a fax from the 24th of June 2016, Defendant would have been arrested on the 24th not the 30th of June. "Which by their very utterance of words inflict injury or tend to incite an *"Immediate Breach of the Peace."* The faxed conversation regarding transcripts had concluded with the plaintiff on the 24th of June 2016
- F) Plaintiff's secretary called Defendants home numerous times to ask Defendant, to come to clerk's office.
- G) When New York State Troopers came to the home of the Defendant to execute a said warrant against the Defendant; New York State Trooper's refused to produce a warrant for the arrest of the Defendant. Defendant did repeatedly request to see a warrant for thus arrest and was told it was left at the barracks. Defendant did request again to see the warrant once they arrived at the State Troopers barracks. At the State Trooper's barracks there was no warrant for the arrest of the Defendant. This was in violation under Federal Rule 4 of Criminal Procedure law. New York State Troopers became aware of this error in which it was compounded by refusing the bail or release of the Defendant. (CPLR 150.30)(1)
- H) Defendant was arraigned on July 1, 2016 by Justice Allen Smith at which time Defendant was told "If you want to threaten and yell at someone don't do it to "ONE

OF MY CLERK's" threaten and yell at me!" This statement in and of itself state that the Judge has already found the Defendant guilty. A Judge is t perform all duties without bias or prejudice and from the time that the Defendant appeared before Justice Allen Smith he has shown himself to be both bias and prejudice.

- I) Defendant moved for Justice Allen Smith to recuse himself, claiming that recusal is mandated by Judiciary law 14 and 100.3 of the rules of Judicial Conduct, set forth in 22 NYCRR 100.3. Defendant further requested that his Motion and case be decided by a Judge other than Justice Allen Smith.
- J) The People have no evidence that any words were spoken to threaten to engage in physical violence towards anyone. The court clerk didn't report this to anyone including court officer's that walked around with Defendant any time Defendant entered the courthouse.
- K) In a complaint dated on June 29th Court Clerk Thomas D. Calvin stated that Defendant came to his office on June 24th requesting court minutes and then the Defendant called and first threatened one clerk then was put through to his office. In a complaint Defendant is accused of threatening to cut off his head.
- L) Defendant requested court minutes via fax on June 16th and had already received the court minutes by June 23rd.
- M) June 29th Defendant sent a fax to the office of Court Clerk Thomas D. Calvin requesting that the court send something in writing saying that no records were found prior to the date of defendant taking over as Pro Se Litigant in defendant's son's Wrongful Death case. Defendant stated in writing that this is holding up the Defendant's Appeal case.
- N) Defendant requested a trial by Jury in People vs. Davis for the charges of Penal Law 240.30(1) (a).
- O) Three federal judges have already found this statute unconstitutional(*see Vives v The City of New York*, 305 F Supp 2d 289,299(SD NY 2003, Scheindlin, J.), *revd on other grounds* 405 F3d 115(2d Cir 2004)("where speech is regulated or proscribed based on its content, the scope of the effected speech must be clearly defined"); *see also Vives* 405 F3d 115, 123-124 (2d Cir 2004, Cardamone, J., dissenting in part, concurring in part)(Penal Law 240.30(1)unconstitutional on its face and as applied); *Schlager v Phillips*, 985 F Supp 419, 421 (SD NY 1987, Brieant, J.), *revd on other grounds* 166 F3d 439(2d Cir 1999)(statute is "utterly repugnant to the First Amendment of the United States Constitution and also unconstitutional for vagueness"). Accordingly, we conclude that Penal Law 240.30(1) is unconstitutional under both the State and Federal Constitutions.
- P) During the Defendants recent Jury Trial; Justice Allen Smith continued to threaten the Defendant into not mentioning any occurrences from June 29th to the jury or Defendant would be dragged out of court.
- Q) Justice Allen Smith refused to allow Defendant to call certain witnesses, (court officer's or State Trooper's) including disallowing Defendant to offer telephone record, affidavit's necessary evidence, called the Defendant a criminal in earshot of the jury, allowed the Defendant's background to be brought into a case without merit and released the only African American juror due to race.
- R) Justice Allen Smith declared a mistrial and at the same time dismissed his own motion for a mistrial
- S) The verdict came back as a Hung Jury.

POINT II

- A) New York's criminal fitness-to-proceed statute (CPL article 730) limits the circumstances in which courts can dismiss indictments against defendants found

incompetent to stand trial. If before imposition of sentence, a trial court suspects that a defendant may not be fit to proceed, the court must issue an order directing the defendant to undergo a psychiatric examination to determine whether he or she is an "incapacitated person" (CPL 730.30).

- B) An "incapacitated person," according to the statute, is "a defendant who as a result of a mental disease or defect lacks capacity to understand the proceedings against him or to assist in his own defense" (CPL 730.10(1)).
- C) A psychiatric examination is to determine whether the Defendant is an "incapacitated person" or lacks the capacity to understand the proceedings against him/her or to assist in his/her own defense. (CPL 730.10(1)).

Legal

A psychiatric examination is to determine whether the Defendant is an "incapacitated person" or lacks the capacity to understand the proceedings against him/her or to assist in his/her own defense. (CPL 730.10(1)). Incompetent an incapacitated defendant would be found incompetent to stand trial prior to trial. This would have been the courts second attempt at finding Defendant guilty without evidence. Due to Defendants having represented himself as a Pro Se Litigant during a trial where the verdict came back as a Hung Jury, a psychiatric examination to determine whether the Defendant was an "incapacitated person" was not warranted or of necessity. This was only done as a secondary means to an end. To find a person mentally unfit as a means to incarcerate for a ninety day period is unjust. Due to the murder of the Defendants eldest son the psychiatrist more likely than not misdiagnosed Defendant as being Bipolar instead of depressed or over whelmed in his thirty minute examine. The Defendant not only filled Discovery and Demand Motions, Requested Transcripts, and put in Motions to Dismiss without the assistance of counsel. A hearing should have been conducted pursuant to CPL 210.40 not due to a circumstance where a defendant would have nothing of value to contribute in the "interest of justice" yet as the statute requires courts to "examine and consider" specific statutory factors such as the "evidence of guilt, whether admissible or inadmissible at trial" (CPL 210.40 (1) (c)) and the "history, character and condition of the defendant" (CPL 210.40(1) (d)). It is worth noting in this regard that the Defendant actually r criminal fitness-to-process statute was not designed to punish those who the courts have found no other probable cause to prosecute.

CONCLUSION

Giving respect to Defendant's final challenge to the allegations supporting the denial of aggravated harassment charge; Plaintiff didn't establish that the Defendant knew or reasonably should have known that any of his communication would case plaintiff reason to fear harm to his physical safety or that of his family or co-workers. A state may punish words "which by their very utterance inflict injury or tend to incite an immediate breach of the peace." *Chaplinsky v New Hampshire*, 315 U.S. 568, 572, 62 S. Ct. 766, 86 L. Ed. 1031(1942). Both "fighting words" words that are likely to provoke a violent reaction when heard by an ordinary citizen and "true threats" may be proscribed without offending the First Amendment. See *Cohen v California* 403 *299 U.S. 15, 20, 91 S. Ct. 1780, 29 L. Ed. 2d 284(1971) (fighting words); *Watts v United States*, 394 U.S. at 705, 708, 89 S. Ct. 1399, 22 L. Ed. 2d 664(1969) (true threats). See also *R.A.V.*, 505 U.S. at 388, 112 S. Ct. 2538; *Brandenburg v Ohio*, 395 U.S. 444, 447, 89 S. Ct. 1827, 23 L. Ed. 2d 430(1969).

- a. At this point, Riverhead now label me a 730, incompetant to proceed as Pro Se, because they know that they had nothing else on me.

77. We now have a new Judge handling the civil matter again, in Supreme Court Riverhead, Hon. David T Reilly

78. Now, this Judge, just took the case in 8/2018, knows nothing about it, never read any files or documents, just going by what we said in the court room the last 2 appearances and ready to make a decision.

79. We have had numerous judge's on this case, we are never going to get a fair case in this court house with these judge's. We need this case out of the Riverhead Court building and into the Federal court buildings.

We also ask this court to have Hon. Judge T Reilly to step down from this case. He violated my 14th Amendment numerous times. He went on record and told Goldberg to bring in a machine and tape to watch the video. Goldberg's office never did, which when he found out she did not bring in the tape he put a stay on the case. Then did a Compliance Conference without me present on June 6th and had all parties sign the Compliance Conference order. Goldberg's office then mailed me a copy of it and ordered me to file a Note of Issue by 7/5, when in fact I was never at the Compliance Conference Hearing nor did I sign or agree to anything. Hon Judge Reilly was trying to force me into signing the Note of Issue so that no one had to produce the DVR machine. I wrote on the Note of Issue that he is forcing me to go to trial as I still had discovery to be added, which was the DVR machine. We sent him the same flash drive as the Federal Court and he still refused to do anything about the additional evidence. This is why we need the Federal Court to step in. Its been 10 years and the courts refuse to look at the facts. The question really is, what is on that DVR machine and tape that has everyone so scared to have it produced?

Supporting Documents why Great American Should be added and sanctioned

The Great American's attorneys are using every possible avenue as well as fraudulent documents, falsification of paperwork and hiding evidence, ex: DVR machine showing the full video of the night in question. This video will tell the WHOLE story at hand, showing the hotel workers to be full negligent on allowing an underage party to happen, as well as guiding kids to multiple parties in question, which had drugs, alcohol and weapons on premise on the night in question which the hotel did not have a proper venue for a party nor did they have any bar or club on premise to allow the sale of any alcohol. The Great American attorneys are trying to use the Assault & Battery endorsement, which is the sale of alcohol, on this matter, when in fact, Commack Hotel did not, nor did they have any license to sell alcohol, nor did they have any bar, club or entertainment facility on premise to warrant the sale of alcohol. They allowed these underage kids to bring alcohol, drugs and weapons onto the premise with the knowledge of their workers. Now, because of the workers allowing this illegal activity and the alcohol use of minors on the premise, makes the hotel 100% liable for negligence, which then makes the insurance company 100% liable as they are covering the hotel and there workers for any wrong doing. All paperwork that has been submitted on this matter, has been falsified, they have hidden the real facts at hand and the main item hidden is the DVR machine which will show the full video. We are DEMANDING the court, to have them turn over the DVR machine, Great American, as soon as possible.

The video has been recovered after 9 years from the District Attorney's office that shows the facts to all law suits open regarding this situation. We have submitted paperwork that Bonner Kieran Trebach, which are the following bullets:

- A. Crime Scene Recovery Report
- B. Verified Answer – Written by Bonner Kieran Trebach
- C. Summons and Complaint – Written by Bonner Kieran Trebach
- D. Minutes from October 11,2018 – From Judge David T Reilly
- E. Petition for Legal Sanction – By Stanley Davis – Plaintiff – Pro Se
- F. Picture from Police of the hotel

This new case, has many factors to it. The basis to it is:

1. **Falsification** – Falsification is a serious problem:
 - a. When it occurs, it can have an enormously detrimental impact on the litigation process. Most obviously, undetected falsification can lead directly to incorrect results. In civil cases, large sums of money or important legal rights can be undeservedly lost or won. So, a litigant faced with falsification by an opposing party is left to seek remedies directly from the court. If the opposing party has engaged in falsification, one potential response is to ask the court to throw the party out of court. Courts have long recognized their own inherent power to protect themselves and other parties from various forms of bad faith litigation, including the falsification of evidence as the Supreme courts. *Atlas Glass Co. v. Hartford-Empire Co.*, this inherent power is a crucial mechanism for protecting the integrity of the judicial process: Inherent Power is a "fashion

appropriate sanction for conduct which abuses the judicial process” was reaffirmed by the Supreme Court in Chamber V Nasco. Inc

Causes of Action

2. Fraud on the Court

- a. A Court, as an exercise of this inherent authority, may sanction fraud on the court through dismissal(if the falsifier is the Plaintiff) or default(if the falsifier is the defendant): but because dismissal or default is a severe sanction that deprives a litigant entirely of the right of pursuer or defend a claim, courts have adopted various standards to ensure that it is imposed sparingly and that “the need to maintain institutional integrity and the desirability of deterring future misconduct” is balanced appropriately against “the policy favoring adjudication on the merits” – Oliver v Gramley

3. Spoilation of Evidence

- a. Court may decide to punish the wrongdoer and provide a remedy for the opposing party by altering the way in which the trial will be conducted.

4. Rule 37

- a. Of the Federal Rules of Civil Procedure provides an alternative basis for a courts authority to impose the sanction of dismissal or default where the falsification amounts to a failure to comply with the rules of discovery or with the courts order enforcing those rules.

5. Rule 11

- a. Of the Federal Rules of Civil Procedures provides similar authority where a party’s falsification manifests itself as a false allegations or denials in a party’s pleading

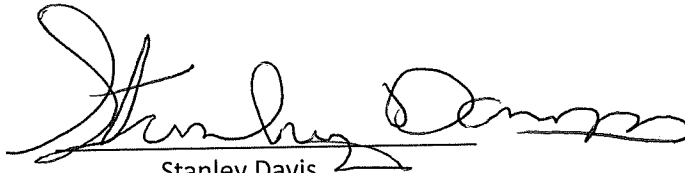
6. Rule 60(b)

- a. Of the Federal Rules of Civil Procedure explicitly recognizes that fraud misrepresentation, or “other misconduct of an adverse party” may provide a basis for relief from a prior judgement of order

Do to the new video or DVR box the fraud just came to our attention. This is one of the biggest fraud situations that hit Suffolk County. Bonner Kieran Trebach filed false paperwork knowingly that they was misleading the court and myself. Bonner Kieran Trebach worked together with Goldberg Segella LLP to hide, cover up and falsify the paperwork and this case from the beginning. This is why they never showed me my file, when requested, several times.

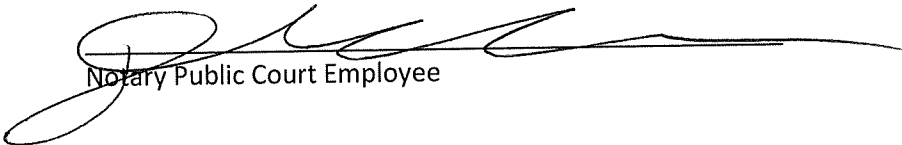
Please accept and grant this request.

Sincerely,



Stanley Davis
43 Argyle Drive
Shirley, NY 11967
Tel: 631-772-5176

Sworn to before me this 21st day of April, 2021



Notary Public Court Employee

Daniel T. Plato
Notary Public, State of New York
No. 01816405948, Suffolk County
Commission Expires March 23, 2024

Compliance Order

Attached you will see the Compliance Order. The Order that Goldberg Segellas office signed, without me present, without me in the court room to even know what was going on, yet Suffolk County Court System, allowed this to happen. I am the attorney for the plaintiff, how can you have a Compliance Order and court date and I am not present?



Karen Saab-Dominguez | Partner
Direct 516.281.9813 | ksaab@goldbergsegalla.com

June 27, 2019

Via Certified Mail/Return Receipt

Mr. Stanley Davis
43 Argyle Drive
Shirley, New York 11967

**Re: Davis v. Commack Hotel, LLC
Supreme Court/Suffolk County
Index No.: 12197/2011
GS File No.: 6990.0383**

Dear Mr. Davis:

Enclosed herein, please find a copy of the Compliance Conference Order previously held on June 6, 2019 which directs that the Note of Issue be filed on or before July 5, 2019.

Very truly yours,

Karen Saab-Dominguez

Karen Saab-Dominguez

KS:ll
Enclosure

Please send mail to our scanning center at: PO Box 780, Buffalo, NY 14201

Index # 12197 /11

SUPREME COURT - STATE OF NEW YORK
TRIAL/SPECIAL TERM, PART : SUFFOLK COUNTY

PRESENT: HON: Reilly
Justice of the Supreme Court

Estate of Stanley Rans

Plaintiff(s),

Compliance Conference Order
[w/Cert]

-against-

Commack Hotel LLC

Defendant(s).

D/B/A Howard Johnson

Upon the preliminary proceedings conducted in this action, ^{at direction of the Court,} ~~the stipulation of counsel~~ certifying that disclosure is complete and the readiness of this matter ready for trial, and upon the Court's own motion, it is

~~or defendant DR JSC~~
7/5/19 ORDERED that plaintiff shall file a note of issue, together with a copy of this order, on or before 7/5/19. Failure to file the note of issue in accordance with this order may result in the imposition of sanctions attendant with defaults, including dismissal pursuant to CPLR 3216 if applicable; and it is further,

ORDERED that a pre-trial conference will be held on 8/2/2019 @ 2:00 P.M. at which all attorneys are directed to appear ready for said conference.

Plaintiff Not Present

Attorney for Plaintiff

Attorney for

Attorney for

Commack Hotel LLC

Attorney for Defendant

DBA Howard Johnson

Paul By Goldberg Sydn

Attorney for

LLP

200 Garden City Plaza Suite 520

Garden City Queens NY

Attorney for

New York

11330

Dated:

June 6, 2019

HON. DAVID T. REILLY

J.S.C.

31-0175. 05/03cg

Police Report -

Attached you will see the report that I made with the Suffolk County Police Department. In this report, I clearly stated that evidence was being withheld and not released.

POLICE DEPARTMENT, COUNTY OF SUFFOLK, N.Y.
ACCREDITED LAW ENFORCEMENT AGENCY
FIELD REPORT PDCS-1053c

CENTRAL COMPLAINT NUMBER		PCT. OF OCC.	SECTOR	CAR NO.	HAMLET
INCIDENT					
INCIDENT LOCATION (INCLUDE BUSINESS NAME)					
DAY	DATE	TIME	DAY	DATE	TIME
OCC ON/FROM			OCC TO		
COMPLAINANT OR VICTIM			PT	DATE OF BIRTH	<input type="checkbox"/> M <input type="checkbox"/> F
ADDRESS				TELEPHONE	
ADDITIONAL PERSON			PT	DATE OF BIRTH	<input type="checkbox"/> M <input type="checkbox"/> F
COMPLAINANT E-MAIL ADDRESS			COMPLAINANT E-MAIL ADDRESS		
ADDRESS				TELEPHONE	
VEH YR.	MAKE	MODEL	COLOR	STYLE	REGISTRATION
QUAN	TYPE	DESCRIPTION	VALUE	TT#	
DETAILS: CC# 19-152957 MOELLER #5901 7TH PCT 631-852-8700					
DATE OF REPORT	TIME OUT	TIME ARRIVED	TIME IN	TOUR	FOUNDED <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> ACTIVE	<input type="checkbox"/> CLOSED (NON-CRIMINAL ONLY)	<input type="checkbox"/> CLEARED BY ARREST		REPORT TO FOLLOW	
<input type="checkbox"/> PENDING	<input type="checkbox"/> EXCEPTIONALLY CLEARED				
POLICE OFFICER			SUPERVISOR		

POLICE DEPARTMENT, COUNTY OF SUFFOLK, N.Y.
ACCREDITED LAW ENFORCEMENT AGENCY
FIELD REPORT PDCS-1053c

CENTRAL COMPLAINT NUMBER 2019-0152957		PCT. OF OCC. 7	SECTOR 713	CAR NO. 713	HAMLET SHIRLE
INCIDENT POLICE INFO					
INCIDENT LOCATION (INCLUDE BUSINESS NAME) 43 ARGYLE DR					
DAY WED	DATE 3/13/2019	TIME 08:06	DAY	DATE	TIME
COMPLAINANT OR VICTIM DAVIS, STANLEY			PT C	DATE OF BIRTH 12/19/1972	<input checked="" type="checkbox"/> M <input type="checkbox"/> F
ADDRESS 43 ARGYLE DR SHIRLEY NY				TELEPHONE	
COMPLAINANT E-MAIL ADDRESS			COMPLAINANT E-MAIL ADDRESS		
ADDITIONAL PERSON			PT	DATE OF BIRTH	<input type="checkbox"/> M <input type="checkbox"/> F
ADDRESS				TELEPHONE	
VEH YR.	MAKE	MODEL	COLOR	STYLE	REGISTRATION
QUAN	TYPE	DESCRIPTION	VALUE		TT#
DETAILS THE ABOVE COMPLAINANT WOULD LIKE TO DOCUMENT THAT HE IS IN THE MIDDLE OF LITIGATION AGAINST THE SUFFOLK COUNTY DA'S OFFICE, SIMON AND SIMON, AND GOLDBERG AND SELLERS LAW FIRMS. THE COMPLAINANT STATES THAT ADA RAFAEL PEARL AND THOSE TWO LAW FIRMS ARE KEEPING EVIDENCE THAT WOULD HELP HIM IN HIS CIVIL CASE AGAINST ALL INVOLVED PARTIES. THE COMPLAINANT STATES HE WAS ADVISED TO DOCUMENT THIS VIA THE SCPD.					
DATE OF REPORT 3/13/2019	TIME OUT 08:23	TIME ARRIVED 08:28	TIME IN 09:00	TOUR 0700-1500	FOUNDED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> ACTIVE <input checked="" type="checkbox"/> CLOSED (NON-CRIMINAL ONLY) <input type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> PENDING <input type="checkbox"/> EXCEPTIONALLY CLEARED				REPORT TO FOLLOW NONE	
POLICE OFFICER MOELLER, LUCAS PO/5901/1A1			SUPERVISOR RICE, ROBERT SGT/1275/735		

Printed 3/21/2019 9:22:52 AM

Anyone with information about crimes is asked to call Crime Stoppers at 1-800-220-TIPS. Crime Stoppers of Suffolk County, Inc., is offering a Cash Reward of up to \$5000.00 for information leading to an arrest.



CERTIFIED **DLJ**
CENTRAL RECORDS SECTION
SUFFOLK COUNTY POLICE DEPARTMENT

Emails re: video

Attached emails are between myself and ADA Kerriann Kelly re: the video from the night in question. She pulled the video with no issue and gave a copy, however, the copy was altered and a lot of parts were deleted. Notice the date, 2019, 9 years after the fact and after numerous times of requesting this.

Stephanie Zambito

From: Stephanie Zambito
Sent: Wednesday, January 16, 2019 3:30 PM
To: 'Kelly, Kerriann'
Cc: sdavis.hulsenhomes@gmail.com; 'Civil Rights'; 'sportylee116@gmail.com'
Subject: Stanley Davis

Hello Kerriann,

Just a quick question, is your office opening up an investigation into why the Video was held, for 9 years, in both the criminal & civil matters, and not released with the numerous request's that we have sent?

Also, the tampering of evidence, which the video was altered?

Can you please advise if this investigation by your office is being conducted?

Thank you
Stanley Davis

-----Original Message-----

From: Kelly, Kerriann [mailto:Kerriann.Kelly@suffolkcountyny.gov]
Sent: Monday, January 14, 2019 11:37 AM
To: Stephanie Zambito <SZambito@rmsinsurance.com>
Subject: RE: Stanley Davis

Thank you for letting me know.

-----Original Message-----

From: Stephanie Zambito [mailto:SZambito@rmsinsurance.com]
Sent: Monday, January 14, 2019 11:30 AM
To: Kelly, Kerriann
Cc: 'sdavis.hulsenhomes@gmail.com'; 'Civil Rights'; 'sportylee116@gmail.com'
Subject: RE: Stanley Davis

Hello,

Also, by the way, we have been getting told for years that we have everything the DA office has and the police department, and then all of a sudden, this tape just appeared 3 days ago, after 9 years. We never had this tape.

At this point, we will be handing this to the Federal building and requesting a Federal Subpoena for the original, none altered or looped, tape for 11/12/2010 & 11/13/2010 for all footage!

Thank you
Stanley Davis
631-772-5176

-----Original Message-----

From: Stephanie Zambito

Sent: Monday, January 14, 2019 11:05 AM

To: 'Kelly, Kerriann' <Kerriann.Kelly@suffolkcountyny.gov>

Cc: sdavis.hulsenhomes@gmail.com; 'Civil Rights' <Civil.Rights@ag.ny.gov>; 'sportylee116@gmail.com' <sportylee116@gmail.com>

Subject: Stanley Davis

Hello,

Thanks for the reply, however, it cannot be the original. All of those items are missing. Also, you can see where the tape has been looped and altered.

If someone is murdered, and the place were covered with police officers, EMT, kids all over, why is that not on the video's? Also, the time stamp & date, what sequence, the day prior which was 11/12/2010, the kids checking into the room and so on.

There is so much stuff missing! These cannot be the originals. The only other answer is that these tapes were altered.

Stanley Davis
631-772-5176

-----Original Message-----

From: Kelly, Kerriann [mailto:Kerriann.Kelly@suffolkcountyny.gov]

Sent: Monday, January 14, 2019 10:56 AM

To: Stephanie Zambito <SZambito@rmsinsurance.com>

Subject: RE: Stanley Davis

You have been provided with a copy of the original video. There are no other videos that I am aware of.

Have a nice day.

-----Original Message-----

From: Stephanie Zambito [mailto:SZambito@rmsinsurance.com]

Sent: Monday, January 14, 2019 9:49 AM

To: Kelly, Kerriann

Cc: 'sdavis.hulsenhomes@gmail.com'; 'Civil Rights'; 'sportylee116@gmail.com'

Subject: Stanley Davis

Good Morning,

Pleasure speaking with you today! Thank you for trying to assist!

Recap, as per my issues, the CD that was given to me, is altered and not the actual, in order, footage, of what happened on 11/12/2010 to 11/13/2010.

The following are just some of the key points of items missing:

1. Time & date stamp on any part of the video. When recording, it should have these items.
2. Camera view of the open court yard - that camera is missing
3. Kids coming in the front door, checking in - that is missing
4. Cops getting to the hotel when the incident happened - no footage of the police officers, EMT, anything!
5. The fight with the kids at 3:30 to 4:00 am, when my son was stabbed
6. The 2nd room being rented, you see no kids in and out of that room - because it's not on the video
7. EMT/Ambulance taking my son out of the room - not there
8. The kids in a frantic panic when my son was murdered - not there
9. 11/12/2010 date is missing completely

These are just some of the points and items missing!

Also, these videos were Looped & Altered, and clearly shows that. This is not the original footage that was received. Why is that?

Your original email stated that we had all the video's, which were the 4 video's original given to us. Then your email basically stated that I was lying to you and stated that I never received them, when I did. Then 2 days later, your email stated that the Sergeant and yourself went through the file again, and another video was found, which we both know was always in the file, of the 12 working cameras. This video was hidden from us for 9 years. We have asked and FOIL requested several times, and lied to several times in, writing and verbally, stating that there was no other video, now this video surfaced after all this time.

Today you advised that before you got the video, the Sergeant of the Homicide Squad had to make you a copy. Which is it? Did you find it together or did he make a copy and give it to you?

All of this does not make sense and why was this video Altered? All of the important key factors were deleted off the video.

Again, we are asking for the ORIGINAL video, NO ALTERATIONS, given to me.

I look forward to your response!

Thank you!
Stanley Davis
631-772-5176

-----Original Message-----

From: Kelly, Kerriann [mailto:Kerriann.Kelly@suffolkcountyny.gov]
Sent: Thursday, January 10, 2019 3:51 PM
To: Stephanie Zambito <SZambito@rmsinsurance.com>
Subject: RE: Stanley Davis

I will be here. Have a safe trip.

-----Original Message-----

From: Stephanie Zambito [mailto:SZambito@rmsinsurance.com]
Sent: Thursday, January 10, 2019 3:51 PM
To: Kelly, Kerriann
Cc: 'sdavis.hulsenhomes@gmail.com'
Subject: RE: Stanley Davis

Hello,

Thanks!

I will be there tomorrow morning at 9am! See you then!

Thanks again
Stanley Davis

-----Original Message-----

From: Kelly, Kerriann [mailto:Kerriann.Kelly@suffolkcountyny.gov]
Sent: Thursday, January 10, 2019 3:46 PM
To: Stephanie Zambito <SZambito@rmsinsurance.com>
Subject: RE: Stanley Davis

It is the Criminal Courts Building in Riverhead. It is on Route 24 next to the Suffolk County Correctional Facility. If you take the LIE it is exit 71 south; you would eventually see the jail on your right; it would be at the right immediately following. If you take Sunrise Hgwy, take the exit for CR 51 north toward Riverhead and it will eventually come up on your left. Please let me know when you are coming so I can have it ready for you. Thank you.

-----Original Message-----

From: Stephanie Zambito [mailto:SZambito@rmsinsurance.com]
Sent: Thursday, January 10, 2019 2:46 PM
To: Kelly, Kerriann
Cc: 'sdavis.hulsenhomes@gmail.com'
Subject: RE: Stanley Davis

Hello,

Perfect!

What is the address!

Stanley

-----Original Message-----

From: Kelly, Kerriann [mailto:Kerriann.Kelly@suffolkcountyny.gov]
Sent: Thursday, January 10, 2019 2:42 PM
To: Stephanie Zambito <SZambito@rmsinsurance.com>
Subject: RE: Stanley Davis

Yes, if you like.

-----Original Message-----

From: Stephanie Zambito [mailto:SZambito@rmsinsurance.com]
Sent: Thursday, January 10, 2019 1:56 PM

To: Kelly, Kerriann
Cc: 'sdavis.hulsenhomes@gmail.com'; 'Civil Rights'
Subject: RE: Stanley Davis

Hello,

Again, thank you!

Would it be possible to come pick them up? If not, please mail them!

Thanks again! I appreciate your help!
Stanley Davis
631-772-5176

-----Original Message-----

From: Stephanie Zambito
Sent: Thursday, January 10, 2019 1:50 PM
To: 'Kelly, Kerriann' <Kerriann.Kelly@suffolkcountyny.gov>
Cc: sdavis.hulsenhomes@gmail.com; 'Civil Rights' <Civil.Rights@ag.ny.gov>
Subject: Stanley Davis

Hello,

That is wonderful news. I hope nothing is blocked out or edited.

Please mail everything to:

Stanley Davis
43 Argyle Drive
Shirley, NY 11967

Thank you!
Stanley Davis
631-772-5176

-----Original Message-----

From: Kelly, Kerriann [mailto:Kerriann.Kelly@suffolkcountyny.gov]
Sent: Thursday, January 10, 2019 1:33 PM
To: Stephanie Zambito <SZambito@rmsinsurance.com>
Subject: RE: Stanley Davis

Good afternoon Mr. Davis,

I just went through the file again with one of the Sergeants from the SCPD Homicide Squad. There is a CD that has 12 cameras on it and one that has a camera from a club located near the Howard Johnson's. I am going to send you copies

of both of these in addition to or in duplication of what you have already received. Kindly provide me with the address you would like them sent to.

Thank you

-----Original Message-----

From: Stephanie Zambito [mailto:SZambito@rmsinsurance.com]
Sent: Thursday, January 10, 2019 12:31 PM
To: Kelly, Kerriann
Cc: 'Civil Rights'; 'sdavis.hulsenhomes@gmail.com'
Subject: RE: Stanley Davis

Hello,

Just checking in as we still have not heard from anyone.

Please advise
Stanley Davis
631-772-5176

-----Original Message-----

From: Stephanie Zambito
Sent: Wednesday, January 9, 2019 9:34 AM
To: 'Kelly, Kerriann' <Kerriann.Kelly@suffolkcountyny.gov>
Cc: 'Civil Rights' <Civil.Rights@ag.ny.gov>; sdavis.hulsenhomes@gmail.com
Subject: Stanley Davis

Hello,

Forgot to attach these items yesterday, to show, cops were on premise. Also, attached the log book from the Commack Hotel, to also show they were there before anything happened and that the hotel was advised to stop having these parties.

I am attaching this as well to show the pattern, that everything is attached and everything is getting pushed aside and nothing being done about it!

I am looked forward to an email or call from you or the supervisor on this matter.

Thank you!
Stanley Davis
631-772-5176

Log Book & Newspaper

The log book will show that this hotel was told numerous times that they need to shut down the parties and stop having these young keeps rent rooms. As per there words "Just another night at the Ho Jo".

The article shows the proof of the death and where it happened.

1 dead in Commack hotel brawl; several stabbed

COMMACK, N.Y. -- Police say a large fight in two Long Island hotel rooms have left one teenager dead of stab wounds and others injured.

Suffolk County police say 18-year-old Stanley Davis of Brentwood was fatally stabbed in the brawl early Saturday at the Commack Howard Johnson.

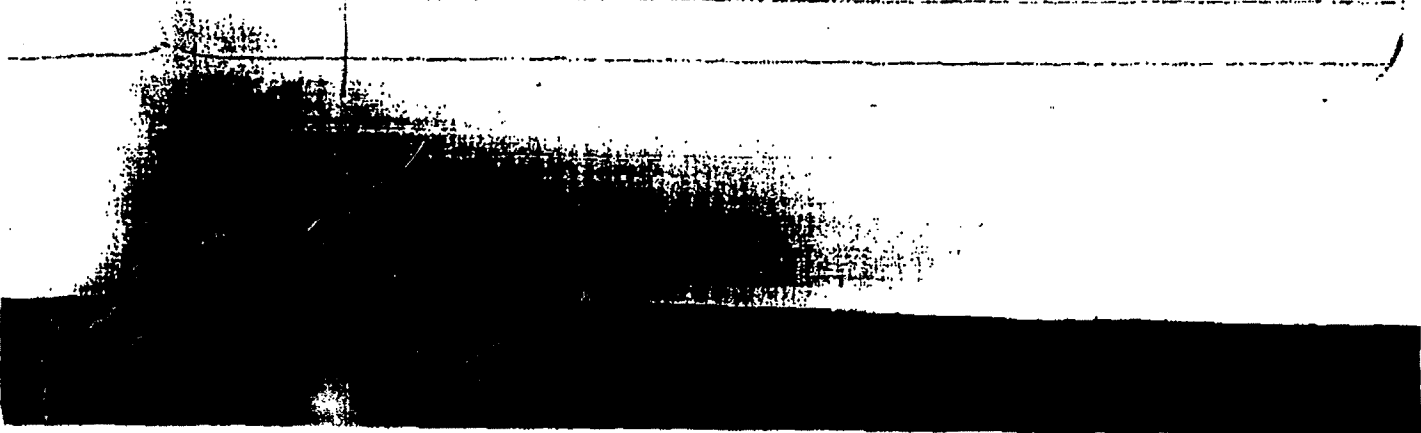
Police say several others were stabbed, including 20-year-old Jason Iglesias 21-year-old Curtis Johnson sustained head injuries.

Police say one person was charged with obstruction of governmental administration when police arrived at the scene.

Another person was charged with disorderly conduct later at the hospital.

Den
The investigation is continuing.

S
Detectives are asking anyone with information on the stabbing to call the Homicide Squad at 631-852-6392.



everyone.

There have been a lot of rooms being rented to use for party's. This is not good. Today oct. 22.

I had to call police because at around 7 am 2 men from room 142 started fighting there was about 15 people in this room. The police are getting tired of this place.

We need to stop letting these people in. If you think or know they are going to be a problem.

Do not rent to them.

Don't want to tell them no.

All rooms are 139.00 a

night for them. so they will leave. If there are any complaints

please call 911 so they know. they can not do

these things any more.

11/11/10 Rm 142 I put off market b/c Nelson is still
working in room

11/12 Cops were called for Room
142 Someone got stabbed The Co
Said we need to stop renting
to children the cops stated
they took weapons from the kid
Gun and Knives. Just another
night at the HOJO!!

They said we need to shut
they had to make that room
a crime scene! Called cops
~~at~~ Numerous times the cops
were on the property just
~~sitting~~ in there cars They
were in the area due
to a fight next door
at the Club the scene
So I called the cops

Quick Deed

After the death of Stanley E Davis Jr, the owners of this hotel did a Quick Deed to immediately to get the hotel out of there name because they knew they were in trouble. They sold this hotel to the County of Suffolk. This is a conflict of interest, as they are part of the whole issue as well.



COUNTY CLERK'S OFFICE

**STATE OF NEW YORK
COUNTY OF SUFFOLK**

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **DEED**

recorded in my office on **03/05/2013** under Liber **D00012722** and Page **498** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **04/24/2018**

SUFFOLK COUNTY CLERK

JUDITH A. PASCALE

SEAL

1 2

or pages

This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED
2013 Mar 05 11:49:07 AM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L 000012722
P 498
DT# 12-17062

Deed / Mortgage Instrument Deed / Mortgage Tax Stamp Recording / Filing Stamps

3 FEES

Page / Filing Fee _____
Handling _____ 20. 00
TP-584 _____
Notation _____
EA-52 17 (County) _____ Sub Total _____
EA-5217 (State) _____
R.P.T.S.A. _____ 60-
Comm. of Ed. _____ 5. 00
Affidavit _____
Certified Copy _____
NYS Surcharge _____ 15. 00 Sub Total _____
Other _____ Grand Total 390-



Mortgage Amt. _____
1. Basic Tax _____
2. Additional Tax _____
Sub Total _____
Spec./Assit. _____
or _____
Spec./Add. _____
TOT. MTG. TAX _____
Dual Town _____ Dual County _____
Held for Appointment _____
Transfer Tax _____
Mansion Tax _____

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES _____ or NO _____

If NO, see appropriate tax clause on page _____ of this instrument.

4 Dist. 800 Section 180.00 Block 01.00 Lot 044.000

Real Proper Tax Service Agency Verification
12030915 0800 18000 0100 044000
PTS
RDY A
31 DEC 12
2-5-12

5 Community Preservation Fund

Consideration Amount \$ 69,000.00

CPF Tax Due \$ _____

6 Satisfy _____ address _____

RECORD & RETURN TO:

Zukowski & Zukowski PC
45 Research Way, Suite 203
East Setauket, NY 11733
John Zukowski, Esq.

Improved _____
Vacant Land _____
TD _____
TD _____
TD _____

Mail to: Judith A. Pascale, Suffolk County Clerk
310 Center Drive, Riverhead, NY 11901
www.suffolkcountyny.gov/clerk

7 Title Company Information
Co. Name 1st American Title Ins
Title # 3020-57700

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached _____ Deed _____ made by: _____ (SPECIFY TYPE OF INSTRUMENT)

Commack Hotel, LLC

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO

East Moreland Development LLC

In the TOWN of Smithtown
In the VILLAGE _____
or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, *you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

dw
2/99

3020-577001
First American Title
633 Third Avenue
New York, NY 10017
Phone: (212)922-9700
Fax: (212)922-0881

as of
THIS INDENTURE, made on December 4, 2012,
1

BETWEEN

COMMACK HOTEL, LLC, a New York limited liability company, having an address at c/o HMB Management Inc., 7540 Windsor Drive, Suite 206, Allentown, PA 18195

party of the first part,

and

EAST MORELAND DEVELOPMENT LLC, a New York limited liability company, having an address at c/o Zukowski & Zukowski, P.C., 45 Research Way, Suite 203, East Setauket, NY 11733

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all of that certain plot, piece or parcel of land, with the buildings and improvements thereon, erected, situate, lying and being in the following premises:

See Schedule A attached hereto and made a part hereof.

Being the same property conveyed to the party of the first part herein by deed from Commack New York Hotel Limited Partnership, dated as of December 22, 2005, and recorded on January 27, 2006, in the Office of the Clerk of Suffolk County, New York, in Book 12432, Page 966.

And being, and intended to, be all of the right, title and interest of the party of the first part in and to such premises.

TOGETHER with all of the party of the first part's right, title and interest, if any, in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this Deed the day and year above written.

IN PRESENCE OF:

COMMACK HOTEL, LLC

Pranav Shastri
(Print name of witness under signature)
PRANAV SHASTRI

By: Atul Patel
Name: Atul Patel
Title: Manager

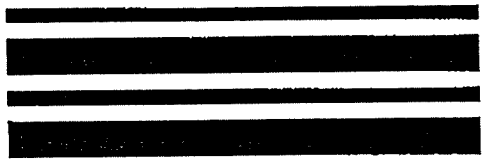
ACKNOWLEDGEMENT IN NEW YORK STATE (RPL 309-a)

State of Pennsylvania)
County of Cumberland) ss:
LEHIGH

On December 3, 2012 before me, the undersigned, personally appeared Atul Patel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Janet M Peters
(signature and office of individual
taking acknowledgement)

NOTARIAL SEAL
JANET M PETERS
Notary Public
UPPER MACUNGIE TWP., LEHIGH CNTY
My Commission Expires Dec 17, 2013



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: MECA (EXT/CON/MOD)
Number of Pages: 44
Receipt Number : 17-0162123
MORTGAGE NUMBER: DI022785

Recorded: 09/18/2017
At: 12:44:12 PM
LIBER: M00022856
PAGE: 454

District: 0800 Section: 180.00 Block: 01.00 Lot: 044.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$7,000,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$220.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$5.00	NO	Notation	\$2.00	NO
Cert.Copies	\$0.00	NO	RPT	\$200.00	NO
RPT-MTG Fee	\$300.00	NO	Mort.Basic	\$0.00	NO
Mort.Addl	\$0.00	NO	Mort.SplAddl	\$0.00	NO
Mort.SplAsst	\$0.00	NO			
			Fees Paid	\$767.00	

MORTGAGE NUMBER: DI022785

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

JUDITH A. PASCALE
County Clerk, Suffolk County

RECORDED
2017 Sep 18 12:44:12 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L M00022856
P 454
D1022785

Number of pages

TORRENS

Serial # _____

Certificate # _____

Prior Ctf. # _____

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee _____

Handling 20 .00

TP-584 4 _____

Notation 2 _____

EA-52 17 (County) _____ Sub Total _____

EA-5217 (State) _____

R.P.T.S.A. 200 _____

Comm. of Ed. 5 .00

Affidavit 255 5 _____

Certified Copy _____

NYS Surcharge 15 .00

Other 800 _____

Sub Total _____

Grand Total 767



Mortgage Amt. 7000,000

1. Basic Tax _____

2. Additional Tax _____

Sub Total _____

Spec./Assit. _____

or

Spec. /Add. _____

TOT. MTG. TAX 8 _____

Dual Town _____ Dual County _____

Held for Appointment _____

Transfer Tax _____

Mansion Tax _____

The property covered by this mortgage is
or will be improved by a one or two
family dwelling only.

YES ☒ or NO ☒

If NO, see appropriate tax clause on
page # _____ of this instrument.

4 Dist.

3466406

0800 18000 0100 044000

Real Prop
Tax Servi
Agency
Verificati



5 Community Preservation Fund

Consideration Amount \$ _____

CPF Tax Due \$ _____

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:

Koven & Krausz PLLC
358 Fifth Avenue, Suite 301
New York, New York 10001

7

Title Company Information

Co. Name _____

Title # _____

8

Suffolk County Recording & Endorsement Page

This page forms part of the attached Mortgage and Agreement of Consolidation, Extension and Modification of Mortgage made by:
(SPECIFY TYPE OF INSTRUMENT)

East Moreland Development LLC

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO

In the Township of Smithtown

The Berkshire Bank

In the VILLAGE

or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

212 426-9800 (Anthony)
EAST MORELAND DEVELOPMENT LLC

- with -

THE BERKSHIRE BANK

718-4137-5678
Law Department 718-437-9090

Allen Reinstein
201-287-0034
Law

MORTGAGE AND AGREEMENT OF CONSOLIDATION,
EXTENSION AND MODIFICATION OF MORTGAGE

Premises:

450 Moreland Road, Commack, New York

District 0800

Section 180.00

Block: 01.00

Lot: 0044.00

Town: Smithtown

County: Suffolk

Dated: MAY 24, 2017

RECORD AND RETURN TO:

KOVEN & KRAUSZ PLLC
358 FIFTH AVENUE, SUITE 301
NEW YORK, NEW YORK 10001

Berkshire 718 437 5678
BANK

THIS MORTGAGE AND AGREEMENT made as of this 24th day of May, 2017, between **EAST MORELAND DEVELOPMENT LLC**, a New York limited liability company, having an office at 325 East 104th Street, New York 10029 (hereinafter referred to as "Mortgagor"), and **THE BERKSHIRE BANK**, a New York Banking Corporation having a place of business at 5010 13th Avenue, Brooklyn, New York 11219 (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner of the real property and building known as **450 Moreland Road, Commack, New York, New York, being in the town of Smithtown**, also known as **District 0800, Section 180.00, Block 01.00, Lot 0044.00**, on the Tax Map of Suffolk County, and more particularly described in **Schedule A** attached hereto (hereinafter the "Land") and

WHEREAS, Mortgagee is the owner and holder of the Mortgage listed on Schedule A attached hereto (hereinafter referred to as the "Existing Mortgage") and the Note secured thereby (hereinafter referred to as the "Existing Note"), evidencing debt with a present principal balance of \$3,950,401.35, which is due and owing, without offset, defense or counterclaim whatsoever; and

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain **Demand Mortgage Note** of even date herewith (hereinafter referred to as the "New Note"), in the principal amount of \$3,049,598.65; and

WHEREAS, in order to induce Mortgagee to make the loan to be evidenced by the New Note, Mortgagor has agreed to grant, in favor of Mortgagee, a Mortgage on the Mortgaged property (the "New Mortgage"); and

WHEREAS, Mortgagor, and Mortgagee desire (i) to consolidate, amend and restate the Mortgage created by the New Mortgage and the Existing Mortgage into a single Mortgage securing the aggregate principal amount of \$7,000,000.00, as evidenced by the Existing Mortgage and the New Mortgage; and (ii) to consolidate into one indebtedness the Existing Note and the New Note in the aggregate amount of \$7,000,000.00 into a Promissory Note (hereinafter referred to as the "Note"), and (iii) to modify and extend the time and manner of payment and the terms and provisions of the Existing Note, New Note, the Existing Mortgage and New Mortgage.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, **MORTGAGOR HEREBY REPRESENTS AND WARRANTS TO, AND COVENANTS AND AGREES WITH MORTGAGEE, AS FOLLOWS:**

(1) **Creation of Mortgage.** In order to secure all of Mortgagor's obligations under the Note in the principal amount of \$7,000,000.00, and the due and punctual performance by Mortgagor of all of his obligations under this Agreement, Mortgagor hereby mortgages, pledges, to Mortgagee, all of the right, title and interest of Mortgagor now owned, or hereafter acquired,

in and to the following property, rights and interest (such property, rights and interest being hereinbefore and hereinafter collectively referred to as the "Mortgaged Property"):

(a) **The Land:** Being the real property and buildings known as **District 0800, Section 180.00, Block 01.00, Lot 0044.00**, on the Tax Map of Suffolk County, Commack, town of Smithtown, and more particularly described in **Schedule A** hereof.

(b) **The Improvements:** (1) All the buildings, structures and improvements of every nature, whatsoever now or hereafter situated on the Land; and (2) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature, whatsoever now or hereafter owned by Mortgagor and located in, on or attached to, and used, or intended to be used, in connection with or with the operation of, the Land, the buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of the Mortgagor in and to any such personal property or fixtures subject to any lien, security interest or claim, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (hereinafter collectively referred to as the "Improvements").

(c) **Easements:** All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating to or appertaining to any of the Mortgaged Property described in paragraphs (a) and (b) hereof, or which hereafter shall, in any way, belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor and.

(d) **TOGETHER WITH** (i) all the estate, right, title and interest of Mortgagor and of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made, resulting from condemnation proceedings or the taking of the Mortgaged Property described in paragraphs (a), (b) and (c) hereof, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property described in paragraphs (a), (b) and (c) hereof, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property described in paragraphs (a), (b) and (c) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittance therefor, and (if it so elects), to apply the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (ii) all contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from, or relating to, the Mortgaged Property described in paragraphs (a), (b), and (c) above; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Mortgaged Property described in paragraphs (a), (b) and (c).

(e) **TOGETHER WITH** all rents, income and other benefits to which Mortgagor may now or hereafter be entitled from the Mortgaged Property described in paragraphs (a), (b) and (c) hereof, to be applied against the indebtedness and other sums secured hereby; provided, however, that permission is hereby given to Mortgagor and, so long as no Event of Default has occurred hereunder, to collect and use such rents, income and other benefits as they become due and payable, but not in advance thereof. Upon the occurrence of any such Event of Default, the permission hereby given to Mortgagor and to collect such rents, income and other benefits from the Mortgaged Property described in paragraphs (a), (b) and (c) hereof shall terminate.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, income and other benefits from the Mortgaged Property described in paragraphs (a), (b) and (c) above; subject, however, to the conditional permission given to Mortgagor, to collect and use such rents, income and other benefits, as hereinabove provided; and the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor and, and any such assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

(f) **TOGETHER WITH** all right, title and interest of Mortgagor and in and to any and all leases now or hereafter on, or affecting, the Mortgaged Property described in paragraphs (a), (b) and (c) hereof, together with all security therefor and all monies payable thereunder, and all books and records which record payments under the leases and all security therefor; subject, however, to the conditional permission hereinabove given to Mortgagor, to collect the rents, income and other benefits arising under any such lease. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee, as provided by this paragraph.

(2) **Consolidation of Lien.** The lien created pursuant to the New Mortgage and the lien created by the Existing Mortgage are hereby consolidated into a single first lien, so that together, they shall hereafter constitute in law but one Mortgage in the principal amount of \$7,000,000.00. The New Mortgage and Existing Mortgage are hereby consolidated, amended and restated. Such Mortgages, as so consolidated, amended and restated, are hereinafter referred to as the "Mortgage" or this "Mortgage".

(3) **Consolidation, Modification, and Extension of Existing Note and New Note.** The separate indebtedness evidenced by the Existing Note and by the New Note is hereby consolidated into a single indebtedness of \$7,000,000.00 to be evidenced by the Note of even date herewith, delivered by Mortgagor to Mortgagee. The time and manner of such payment is hereby modified and extended and shall be due and payable in accordance with the terms and conditions of such Note. The Note replaces and consolidates the Existing Note and the New Note.

(4) **Amendment and Restatement of Mortgage.** The terms, covenants and provisions

of the Existing Mortgage and the New Mortgage are hereby modified, amended and restated so that, henceforth, the terms, covenants and provisions of such Mortgages shall be read the same as such paragraphs set forth in Schedule "B" attached to and made a part of this Agreement, and such Mortgages, as so modified, amended and restated, are hereby ratified and confirmed in all respects by Mortgagor. Except as otherwise provided to the contrary in the Mortgage, all defined terms in the Mortgage shall have the meaning given to such terms in the body of this Agreement, provided the term, "Note", as used in Schedule "B", shall mean the Note.

(5) **Other Assurances.** Mortgagor shall promptly cause this Agreement to be filed, registered or recorded in such manner and in such places as may be required by any present or future law, in order to publish notice of, and fully protect, the lien of the Mortgage upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Agreement, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of, or in connection with, the filing, registration, recording, execution and delivery of this Agreement, and shall hold harmless and indemnify Mortgagee against any liability incurred by reason of the imposition of any tax on the issuance, making, filing, registration, recording or enforcement of this Agreement.

(6) **Representations, etc.** Mortgagor represents, warrants and covenants that there are no offsets, counterclaims or defenses against the indebtedness evidenced by the Existing Note or the New Note, as amended, restated and consolidated, the Existing Mortgage and the New Mortgage, as amended, restated and consolidated by this Agreement, and Mortgagor has full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of this Agreement on Mortgagor's right to be observed or performed, and that Mortgagor assumes all obligations of the Existing Note.

(7) **Changes Only in Writing.** This Agreement may not be modified, amended, changed or terminated orally, but only by an agreement, in writing, signed by the party against whom the enforcement of the modification, amendment, change or termination is sought.

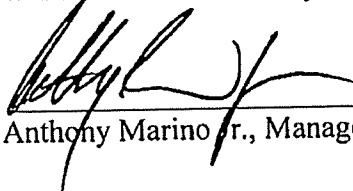
(8) **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and its respective successors and assigns, provided that nothing in this paragraph (8) is to be construed to modify the provisions of Paragraph 10 of **Schedule B** hereto.

(9) **Partial Invalidity.** If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

[Signature page to follow]

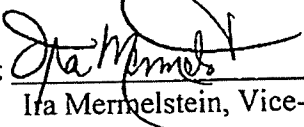
EAST MORELAND DEVELOPMENT LLC
a New York Limited Liability Company

By:


Anthony Marino Jr., Manager

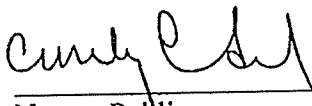
THE BERKSHIRE BANK

By:


Ira Mermelstein, Vice-President

STATE OF NEW YORK)
) SS.:
COUNTY OF KINGS)

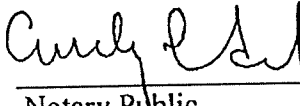
On the 24th day of May in the year 2017 before me, the undersigned, personally appeared ANTHONY MARINO JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF KINGS)

CINDY E. SELEVAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE6039881
Qualified in Nassau County
My Commission Expires April 10, 2018

On the 24th day of May in the year 2017 before me, the undersigned, personally appeared IRA MERMELSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

tb\East Moreland Development LLC (May 2017) – CEMA (5.14.17)

CINDY E. SELEVAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE6039881
Qualified in Nassau County
My Commission Expires April 10, 2018

-6-

Schedule A

Schedule of Existing Note and Existing Mortgage

Schedule of Existing Mortgage

- 1) Note dated December 4, 2012 made by East Moreland Development LLC in favor of Commack Hotel, LLC in the principal amount of \$5,999,053.59, which Note was secured by a Mortgage made by East Moreland development LLC to Commack Hotel, LLC dated December 4, 2012 and which Mortgage was recorded on March 5, 2013 in the Office of the County Clerk of Suffolk County, State of New York in Liber 22311, Page 196; ✓

Which mortgage, was Assigned by Assignment of Mortgage dated February 22, 2013 by Commack Hotel, LLC, to The Berkshire Bank, recorded March 27, 2013 in Liber 22320, Page 37. ✓

Which Note and Mortgage were restated by an Amended and Restated Note and an Extension and Modification of Mortgage Agreement, respectively, dated February 26, 2013, recorded March 27, 2013 in Liber 22320, page 38. Commack Hotel LLC ✓
to The Berkshire Bank

At this date the unpaid principal balance is \$3,950,401.35.

- 2) A Demand Note dated May 24, 2017, made by EAST MORELAND DEVELOPMENT LLC to THE BERKSHIRE BANK in the amount of \$3,049,598.65, which Demand Note is secured by a Demand Mortgage in the original principal amount of \$3,049,598.65 made by EAST MORELAND DEVELOPMENT LLC to THE BERKSHIRE BANK and to be recorded in the Suffolk County Clerk's Office, simultaneously herewith. ✓

Old Republic National Title Insurance Company

Title No.: MTANY-120025

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

All that certain plot, piece, or parcel of land, situate, lying, and being at Commack, Town of Smithtown, County of Suffolk and State of New York being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Moreland Road (Wicks Road), as widened, the following two courses and distances from the northeasterly end of a straight line connecting the westerly side of Moreland Road with northerly side of The Long Island Expressway (Vanderbilt Motor Parkway);

1. Northerly along the westerly side of Moreland Road 137.14 feet to a point;
2. South 83 degrees 36 minutes 00 seconds west, a distance of 5.00 feet to the true point of beginning, said point being the southwesterly corner of land conveyed to the Town of Smithtown by deed recorded November 30, 1972 in Liber 7293 Page 187;

RUNNING THENCE from said point of beginning along the northerly side of land now or formerly of Five Bond Kids Irrevocable Living Trust and Alan Margolls, south 83 degrees 36 minutes 00 seconds west a distance of 396.94 feet to a point on the easterly side of land now or formerly of SYMS Corporation;

THENCE along the easterly side of land now or formerly of SYMS Corporation and land now or formerly of 85 Austin Boulevard Realty Inc. north 04 degrees 21 minutes 00 seconds east, a distance of 548.36 feet to a point;

THENCE along the southerly y side of land now or formerly of 85 Austin Boulevard Realty Inc. and land now or formerly of Suffolk County Girl Scout Council, north 83 degrees 36 minutes 00 seconds east, a distance of 259.46 feet to a point on the westerly side of Moreland Road (as widened);

THENCE the following two courses and distances along the westerly side of Moreland Road (as widened);

1. South 10 degrees 20 minutes 10 seconds east, a distance of 520.48 feet to a point;
2. South 04 degrees 50 minutes 30 seconds east, a distance of 19.48 feet to the point or place of BEGINNING.

FOR CONVEYANCE ONLY:

TOGETHER with an easement in common with others over the following described premises for access to and from Vanderbilt Motor Parkway;

BEGINNING at a point on the northerly side of Long Island Expressway (Vanderbilt Motor Parkway) distant 123.57 feet westerly from the south westerly end of a straight line connecting the northerly side of Long Island Expressway with the westerly side of Wicks Road;

Issued by:
Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

RUNNING THENCE south 83 degrees 36 minutes 00 seconds west along the northerly side of Long Island Expressway 50 feet;

THENCE north 6 degrees 24 minutes 00 seconds west 170 feet;

THENCE north 83 degrees 36 minutes 00 seconds east 50 feet;

THENCE south 6 degrees 24 minutes 00 seconds east 170 feet to the northerly side of Long Island Expressway and the point or place of BEGINNING.

NOTE: Being District 0800, Section 180.00, Block(s) 01.00, Lot(s) 044.000, Tax Map of the Town of Smithtown, County of Suffolk.

NOTE: Lot and Block shown for informational purposes only.

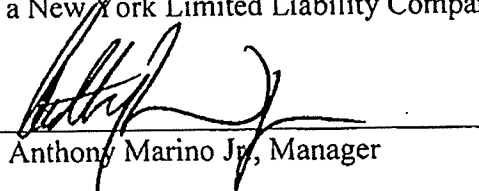


Issued by:
Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

IN WITNESS WHEREOF, Borrower has executed this Mortgage, Security Agreement and Assignment of Leases and Rents to be effective as of the day and year first above written.

EAST MORELAND DEVELOPMENT LLC
a New York Limited Liability Company

By:


Anthony Marino Jr, Manager

STATE OF NEW YORK)
) ss:
COUNTY OF KINGS)

On the 24th day of May in the year 2017, before me, the undersigned, personally appeared ANTHONY MARINO JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CINDY E. SELEVAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE6039881
Qualified in Nassau County
My Commission Expires April 10, 2018

Howard Johnson/Wyndham Letters

Letters from Howard John that they never even knew of the incident and death of my son at the night in question, 11/13/2010. They did not know until we notified them.

WYNDHAM

HOTEL GROUP

Legal Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (973) 753-4745
www.wyndhamworldwide.com

July 15, 2015

VIA OVERNIGHT MAIL

Mr. Stanley Davis
43 Argyle Drive
Shirley, NY 11967

**Re: Stanley Davis against Commack Hotel, LLC
Howard Johnson Site No.: 10517
Location: 450 Moreland Road, Commack, NY 11725 (the "Facility")**

Dear Mr. Davis:

I serve as in-house counsel for Howard Johnson International, Inc. ("HJI"). The Legal Department of HJI is in receipt of your recent correspondence wherein you allege that Stanley Earle Davis, Jr. passed away at the above-referenced Facility as the result of an incident that occurred on or about November 13, 2010.

By way of background, please be advised that HJI is the licensor of the Howard Johnson® trademarks and service marks to independent hotel owners and operators. HJI does not own, operate, manage or occupy this Facility or the land on which it resides. HJI has never directed or been involved in the day-to-day operations or management of the licensed premises. Each Howard Johnson® facility is independently owned and operated by a licensee. A licensee has never been required to obtain the consent of HJI as to how to manage its daily business affairs, and has acted in all such matters on its own behalf, without the control or supervision of HJI. Individuals employed at a Howard Johnson® property are employees of the licensee or operator of the facility; they are not employees of HJI.

HJI is very sorry to hear about Mr. Davis's passing; however, this matter is the responsibility of the owner/operator of the property at the time of the alleged incident. The last known contact information for the owner/operator of this Facility is as follows:

**Commack Hotel, LLC
c/o Atul Patel
7540 Windsor Dr., Suite 101
Allentown, PA 18195**

WYNDHAM

HOTEL GROUP

 **WYNDHAM GRAND**
HOTELS AND RESORTS

 **WYNDHAM**
HOTELS AND RESORTS

 **WYNDHAM**
GARDEN HOTELS




 **WINGATE**
BY WYNDHAM

 **HAWTHORN**
SUITES BY WYNDHAM

 **MICROTEL**
BY WYNDHAM

 **planet hollywood**

 **RAMADA**
WORLDWIDE

 **BAYMONT**
INN & SUITES

 **Days Inn**



 **Howard Johnson**

 **Travelodge**

 **Knights Inn**

EXCESS CASUALTY, A DIVISION OF CHARTIS
300 SOUTH RIVERSIDE PLAZA, 21ST FLOOR
CHICAGO, IL 60606

Dinesh Patel
460 East Drive
Copiague, NY 11726

December 16, 2009

Attn: Thomas B McGowan IV
MCGOWAN & COMPANY INC
20595 LORAIN RD
CLEVELAND, OH 44126-0958



AIG Excess CasualtySM

RE: COMMUNITY ASSOCIATION PG, INC.
C/O MCGOWAN PURCHASING GROUPS
Policy Number: 31163316
Policy Effective/Expiration: From: September 1, 2009 To: October 1, 2011

Dear Thomas B McGowan IV,

Enclosed are one original and one copy of the policy for the above captioned account. Upon review of the policy, we believe it is complete and accurate based upon the binder. However, if you have any questions or concerns, feel free to give me a call.

Thank you for the opportunity to be of service to your company on this account. We look forward to working with you on future opportunities.

Best regards,

BINCY MATHEW
UNDERWRITER
312-930-2163

GAI 6012 (Ed. 06 97)

Policy No. PAC 8782292 -
Effective Date of Change 03/18/10

POLICY CHANGES**NAMED INSURED AND ADDRESS:**

COMMACK HOTEL, LLC DBA HOWARD
C/O HMB MANAGEMENT, LLC
7540 WINDSOR DRIVE, SUITE 206
ALLENTOWN, PA 18195

POLICY PERIOD:

12:01 A.M. Standard Time at the
address of the Named Insured
shown at left.
From 01/01/10 To 01/01/11

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

AGENT'S NAME AND ADDRESS:

THE WALNUT ADVISORY CORPORATION
95 MOUNT BETHEL RD.
WARREN, NJ 70595-168

Insurance is afforded by company indicated below:
(Each a capital stock corporation)

<input type="checkbox"/> GREAT AMERICAN INSURANCE CO.	<input type="checkbox"/> AMERICAN ALLIANCE INSURANCE CO.
<input type="checkbox"/> AMERICAN NATIONAL FIRE INS. CO.	<input type="checkbox"/> AGRICULTURAL INSURANCE CO.
<input checked="" type="checkbox"/> GREAT AMERICAN E&S INSURANCE COMPANY	

CHANGE ENDORSEMENT #02

IT IS AGREED AND UNDERSTOOD THAT THE MAILING ADDRESS HAS BEEN AMENDED TO READ:

C/O HMB MANAGEMENT, LLC
7540 WINDSOR DRIVE, SUITE 206
ALLENTOWN, PA 18195

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

FORMS AND ENDORSEMENTS hereby added:

FORMS AND ENDORSEMENTS hereby amended:

FORMS AND ENDORSEMENTS hereby deleted:

Countersigned _____
Date

By _____
Authorized Representative

Notification



We are pleased to announce that effective July 27, 2009, our new brand name is Chartis.

The launch of the Chartis brand is an important milestone in our progress towards gaining operating independence and a strong future for our company. While our name is new, we remain a leading global property-casualty and general insurance operation, with the financial strength, innovation and expertise you have grown to expect.

As we rollout the Chartis brand over the next several months, we will also be changing the names of many of our insurance companies. We will move swiftly to change the names but the timeline will be driven by our compliance with legal and regulatory requirements. The name changes do not impact your coverage in any way.

For up to date information on our brand transition, please visit us at <http://chartisinsurance.com>

NINA GREEN - General Receipt

This shows Nina Green worked for Howard Johnson at the time of the incident and she knew that there was a party going on, as she was the one who rented the room to them the 1st time and 2nd time, as they rented 2 rooms in the same night, adjourning.

GENERAL RECEIPT

al copy to person relinquishing possession of p

PROPERTY RECEIVED BY: NINA GREEN (W.S.) 864-8820
 ADDRESS: (or Command) 4515 MCCRELAND ROAD, CUMMACK NY 11725

Description of Item(s)
 (1) Check in receipt to Johanna Hidalgo Rm 141
 (2) Signed check in Receipt for Rm 142
 (3) NYSDL copy Johanna Hidalgo
 (4) Signed agreement for guest limits by Hidalgo

RECEIVED BY: DET TULLY 1350 DATE: 11/13/10
 ADDRESS: 4th Fl 727 Veterans Hwy, Smithtown CC #: 10-1006101

If property invoiced was found, does Finder wish to claim property if Owner does not?

(Circle one) Yes No Signature of Finder _____

PDCS-94a

53-0498.. 11/97cg

Foil Requests for the D.A

This will show the countless times that we asked the D.A. for the video tape/DVR machine.

**COUNTY OF SUFFOLK
OFFICE OF DISTRICT ATTORNEY**



**TIMOTHY D. SINI
DISTRICT ATTORNEY**

December 13, 2018

Stanley Davis
43 Argyle Drive
Shirley, NY 11967

Re: FOIL Request

Dear Mr. Davis:

Pursuant to your Freedom of Information Law (FOIL) request dated November 19, 2018, you will be provided with 4 DVD's (1 crime scene video, 2 surveillance videos and 1 cell phone video). These records will be sent to you after we receive a check or money order in the amount of \$21.75 (\$.25 per page copying fee and \$5 per DVD and \$1.75 postage fee) made out to the **Suffolk County Comptroller**.

You will not be provided with originals of any portion of our file, nor will any records be allowed out of this Office to be reproduced.

Your request for surveillance is granted. The 4 DVD's available compromises all the security/surveillance footage within our files. Please see attached prior correspondence with our Office dated August 17, 2015, and September 1, 2015.

In addition we have received your follow up letter dated November 26, 2018. We hope to respond to this request on or before January 24, 2019.

Should you wish to appeal the response to your request, you must do so in writing within 30 days to the Suffolk County Attorney, attention FOIL Officer, H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788.

Very truly yours,

FOIL Officer

FOIL UNIT

725 VETERANS MEMORIAL HIGHWAY, WILLIAM J. LINDSAY COUNTY COMPLEX, BLDG. 77,
HAUPPAUGE, N.Y. 11788
FAX TRANSMITTAL (631) 853-5288

COUNTY OF SUFFOLK
OFFICE OF DISTRICT ATTORNEY



THOMAS J. SPOTA
DISTRICT ATTORNEY

September 1, 2015

Mr. Stanley Davis
43 Argyle Drive
Shirley, NY 11967

Re: FOIL request
People v. Carlos Rodriguez
Ind. 429-11

Dear Mr. Davis:

I am in receipt of your August 29, 2015, letter. You indicated in your letter that you did not receive all the surveillance videos from the Commack Hotel/Howard Johnson. Pursuant to your July 7, 2015, FOIL request, where you requested for all surveillance/security footage, we have provided you with 4 DVDs (cell phone video, The Scene 70 Vanderbilt Motor Parkway, Howard Johnson 450 Moreland Road, and crime scene). These DVDs have not been edited or cut. We are not in possession of any other surveillance/security footage.

To the extent that you are requesting for additional FOIL materials in your August 29, 2015, letter, please be advised that our response to the substance of your request may be delayed appreciably due to the fact that the files pertaining to the case must be retrieved again and any document responsive to your demand contained therein reviewed. We expect to respond to your request on or before October 31, 2015.

Sincerely,

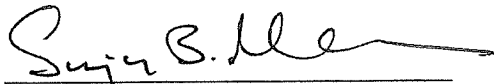
FOIL Officer
Appeals Bureau

APPEALS BUREAU

CRIMINAL COURTS BUILDING, 200 CENTER DRIVE, RIVERHEAD, N.Y. 11901-3388
TELEPHONE (631) 852-2469 • FAX TRANSMITTAL (631) 852-2762

Very truly yours,

Dennis M. Brown
County Attorney



By: Sanjay B. Malhotra
FOIL Appeals Officer

cc: NYS Committee on Open Government Department of State
Attention: Robert J. Freeman, Executive Director
One Commerce Plaza
99 Washington Avenue, Suite 650
Albany, NY 12231

Suffolk County District Attorney, FOIL Officer (Via email)

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DENNIS M. BROWN
COUNTY ATTORNEY

DEPARTMENT OF LAW

September 3, 2015

Mr. Stanley Davis
43 Argyle Drive
Shirley, New York 11967

Re: Freedom of Information Law ("FOIL") appeal

Dear Mr. Davis:

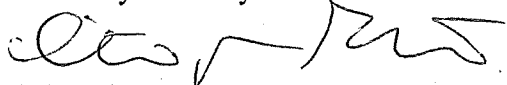
This is in reference to your Freedom of Information Law ("FOIL") appeal dated August 29, 2015. Pursuant to your FOIL request dated July 7, 2015, you requested various records from the Suffolk County District Attorney's Office including all surveillance/security footage. By letter dated August 17, 2015, the District Attorney's Office FOIL Officer advised you that you would be provided with seventy-one (71) pages of documents and 4 DVDs upon payment of applicable fees. Further, pursuant to a letter dated September 1, 2015, the District Attorney's Office FOIL Officer advised you that the office is not possession of any other surveillance/security footage and that the DVDs have not been edited or cut. The FOIL Officer will be addressing your additional requests for information on or before October 31, 2015.

It is well settled that FOIL does not require an entity to prepare records it does not possess or maintain. *See* Public Officers Law § 89(3); *Franklin v. Schwartz*, 57 A.D.3d 338 (1st Dept. 2008); *Asian American Legal Defense and Education Fund v. New York City Police Dept.*, 56 A.D.3d 321 (1st Dept. 2008); *Matter of Powell v. Bernhardt*, 19 A.D.3d 307 (1st Dept. 2005) (denial of FOIL request was sufficiently supported by Assistant District Attorney's affirmation that he diligently searched for the requested material and despite those efforts, no such videotape could be located).

Accordingly, your appeal is hereby denied in its entirety.

Very truly yours,

Dennis M. Brown
Suffolk County Attorney


By: Christopher M. Gatto
FOIL Appeals Officer

COUNTY OF SUFFOLK
OFFICE OF DISTRICT ATTORNEY



THOMAS J. SPOTA
DISTRICT ATTORNEY

August 17, 2015

Mr. Stanley Davis
43 Argyle Drive
Shirley, NY 11967

Re: FOIL request
People v. Carlos Rodriguez
Ind. 429-11

Dear Mr. Davis:

Pursuant to your Freedom of Information Law (FOIL) request, dated July 7, 2015, you will be provided with 71 pages of documents, xerox black and white copies of the crime scene photos (505 pages) and 4 DVDs (1 crime scene video, 2 surveillance videos and 1 cell phone video). These records will be sent to you after we receive a check or money order in the amount of \$167 (\$.25 per page copying fee + \$2 per DVD + \$15 postage) made out to the **Suffolk County Treasurer**. You will not be provided with originals of any portion of our file, nor will any records be allowed out of this Office to be reproduced.

Please note that since the defendant pleaded guilty to manslaughter in the first degree, you are entitled to documents that pertain only to that guilty plea. Documents that pertain to additional counts that were charged under Indictment 429-11 but were dismissed would not be subject to FOIL disclosure.

Some information contained on these documents has been redacted based upon privacy interests such as social security numbers, home addresses and phone numbers of witnesses. See *Matter of Woods v. Kings County District Attorney's Office*, 234 AD2d 554 (2d Dept 1996); *Matter of Lyon v. Dunne*, 180 AD2d 922 (3d Dept 1992).

Your request for witness statements is denied. Non-testifying witness statements are not subject to disclosure under FOIL. Pursuant to the "public interest" provision of the FOIL, which exists to encourage witnesses to come forward and provide information in criminal investigations, the statements of non-testifying witnesses are not subject to disclosure. See Public Officers Law §§87(2)(b) and 87(2)(e)(iii). Since there was not a trial in this case, and therefore, no public

APPEALS BUREAU

CRIMINAL COURTS BUILDING, 200 CENTER DRIVE, RIVERHEAD, N.Y. 11901-3388
TELEPHONE (631) 852-2469 • FAX TRANSMITTAL (631) 852-2762

testimony, statements from witnesses are not available under FOIL. See *People v. Hynes*, 264 AD2d 777 (2d Dept 1999).

Your request for 2221 reports, accusatory instrument, complaint report, intake forms, witness list, hearing, trial and sentencing transcripts is denied because we are not in possession of such documents.

Should you wish to appeal the denied portions of your request, you must do so in writing within 30 days to the Suffolk County Attorney, H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788.

Sincerely,

FOIL Officer
Appeals Bureau

July 1, 2015

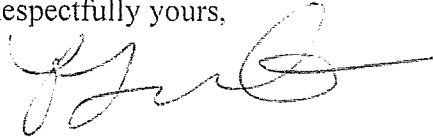
Honorable Gerard Asher
Supreme Court, Suffolk County
1 Court Street
Riverhead, New York 11901

Re: Davis v. Commack Hotel d/b/a Howard Johnson
Index No.: 12197/11
GS File No.: 6990.0383

Dear Honorable Sir:

Pursuant to the Court's request of June 4, 2015, please find copies of the Freedom of Information Requests directed to both the Suffolk County District Attorney's office and the Suffolk County Police Department. Please also find the annexed responses which include various reports and one video. By copy, I have provided the items referenced in this correspondence to Mr. Stanley Davis.

Respectfully yours,



Karen Saab-Dominguez

KSD:ll

Enclosures

Cc: Mr. Stanley Davis
Pro Se Plaintiff
43 Argyle Drive
Shirley, New York 11967

November 5, 2018
Page 2

cc: Honorable David T. Reilly
Supreme Court of the State of New York
County of Suffolk
1 Court Street
Riverhead, New York 11901



November 5, 2018

Mr. Stanley Davis
43 Argyle Drive
Shirley, New York 11967

Re: **Davis v. Commack Hotel, LLC**
Supreme Court/Suffolk County
Index No.: 12197/2011
GS File No.: 6990.0383

Dear Mr. Davis:

In response to your letter dated June 12, 2018, please note the following:

1. Responding Defendants object to this demand as vague, ambiguous and not reasonably calculated to lead to relevant or admissible evidence. Without waiver of the foregoing, Responding Defendants are not in possession of any videos relating to November 13, 2010 or November 14, 2010 other than those that were provided by the Suffolk County District Attorney's office in response to FOIL requests submitted by plaintiff and defendants. Please see videos received annexed hereto as **Exhibit "A"**.
2. Responding Defendants object to this demand as vague, ambiguous and not reasonably calculated to lead to relevant or admissible evidence. Responding Defendants further object to this demand as palpably improper as no judgment has been entered in this matter.
3. Responding Defendants object to this demand as vague, ambiguous and not reasonably calculated to lead to relevant or admissible evidence. Responding Defendants further object to this demand as all officers and directors are entitled to the protection of the corporate shield and the request seeks to improperly pierce the corporate shield and is subject to the protections of this Honorable Court.

Very truly yours,

Karen Saab-Dominguez

KSD:ll
Enclosures

We've gone paperless

Please send mail to our scanning center at: PO Box 780, Buffalo, NY 14201

Office Location: 200 Garden City Plaza, Suite 520, Garden City, NY 11530-3203
516.281.9800 | Fax: 516.281.9801 | www.GoldbergSegalla.com

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21159333.v1

September 3, 2015
Davis FOIL Appeal
Page 2 of 2

cc: NYS Department of State
Committee on Open Government
Attention: Robert Freeman
41 State Street
Albany, New York 12231

Suffolk County District Attorney's Office
FOIL Officer

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DENNIS M. BROWN
COUNTY ATTORNEY

DEPARTMENT OF LAW

January 28, 2019

Stanley Davis
43 Argyle Drive
Shirley, NY 11967

Re: FOIL Appeal
People v. Carlos Rodriguez, Ind. 429-11

Dear Mr. Davis:

This letter is written in regard to your Freedom of Information Law ("FOIL") appeal dated December 13, 2018.

You have made repeated requests from the Suffolk County District Attorney (SCDA) for surveillance/security footage related to the above-referenced criminal case. The SCDA approved your request and has provided you with 4 DVDs that comprise all the video footage that is available in their files. See letter dated December 13, 2018, a copy of which is attached herein as Exhibit "A." Indeed, the SCDA provided you with the same DVD's on two separate occasions in 2015 when you made a similar FOIL requests. See letters dated August 17, 2015 and September 1, 2015, copies of which are attached herein as Exhibit "B." I have been advised by the SCDA that they have diligently searched their files and that the 4 DVD's produced to you are the only responsive records available to your request.

It is well settled that FOIL does not require an entity to prepare records it does not possess or maintain. See Public Officers Law § 89(3); *Franklin v. Schwartz*, 57 A.D.3d 338 (1st Dept. 2008); *Asian American Legal Defense and Education Fund v. New York City Police Dept.*, 56 A.D.3d 321 (1st Dept. 2008); *Matter of Powell v. Bernhardt*, 19 A.D.3d 307 (1st Dept. 2005).

As such, your FOIL appeal is dismissed in its entirety.

LOCATION
H. LEE DENNISON BLDG.
100 VETERANS MEMORIAL HIGHWAY ♦

MAILING ADDRESS
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099 ♦
Page | 1

(631) 853-8312
TELECOPIER (631) 853-5169

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

Stanley Davis

Related Cases: 18-CV-00303(JMA)(AKT)

V

15-CV-07009(JFB)(ARL)

County of Suffolk

Defendant – Brian C Mitchell, - In their own Capacity

Kiernan Trebach

Defendant – Alexander Gillespie,

Siben and Siben

Defendant – Andrew Siben,

Goldberg Segella

Defendant – Karen Saab-Dominguez

Suffolk County Police/Electronic Unit,

Defendant - John Peterson - In their own Capacity

Suffolk County District Attorney

Defendant – Raphael Pearl – In their own Capacity

Defendant – Artul Patel

Defendant – Great American Company

FILED
IN CLERK'S OFFICE
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VIOLATIONS

- 14 Amendment

- **Falsification**
- **Fraud on the Court**
- **Spoliation of Evidence**
- **Federal Rule 37**
- **Federal Rule 11**
- **Federal Rule 60(b)**
- **Social Host
Law/Underage**
- **Brady Law**



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